

KAMALA D. HARRIS
Attorney General

State of California
DEPARTMENT OF JUSTICE



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June 21, 2016

Via Email and US Mail

James R. Schwartz, Esq.
Manatt, Phelps & Phillips, LLP - Los Angeles
11355 West Olympic Boulevard
Los Angeles, CA 90064
JSchwartz@manatt.com

RE: Proposed change in control and governance of Providence Health & Services and St. Joseph Health System

Dear Mr. Schwartz:

Pursuant to Corporations Code section 5920 *et seq.*, the Attorney General hereby conditionally consents to the proposed change in governance and control of St. Joseph Health System, a California nonprofit public benefit corporation, and Providence Health & Services, a Washington nonprofit corporation, pursuant to the terms of the Health Services Combination Agreement dated November 23, 2015 and Supplemental Agreement dated September 30, 2015.

Corporations Code section 5923, and California Code of Regulations, title 11, section 999.5, subdivision (f), set forth factors that the Attorney General shall consider in determining whether to consent to a proposed transaction between a nonprofit corporation and another nonprofit corporation. The Attorney General has considered such factors and consents to the proposed transaction subject to the attached conditions that are incorporated by reference herein and the conditions attached to the Attorney General's Decision dated January 14, 2014 regarding Saint John's Health Center, the Attorney General's Decision dated February 8, 2013 regarding the affiliation of Hoag Memorial Hospital Presbyterian and St. Joseph Health System, and the March 18, 2014 Agreement between the Attorney General and Hoag Memorial Hospital Presbyterian.

Thank you for your cooperation throughout the review process.

Sincerely,

[original signed]
SCOTT CHAN
Deputy Attorney General

For KAMALA D. HARRIS
Attorney General

Conditions to Change in Control and Governance of Providence Saint Joseph Medical Center¹ and Approval Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services and the Supplemental Agreement by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian

I.

These Conditions shall be legally binding on the following entities: Providence St. Joseph Health, a Washington nonprofit corporation, Providence Health & Services, a Washington nonprofit corporation, St. Joseph Health System, a California nonprofit public benefit corporation, St. Joseph Health Ministry, a California nonprofit public benefit corporation, Covenant Health Network, Inc., a California nonprofit public benefit corporation, St. Mary Medical Center, a California nonprofit public benefit corporation, Redwood Memorial Hospital of Fortuna, California nonprofit public benefit corporation, St. Joseph Hospital of Eureka, a California nonprofit public benefit corporation, Queen of the Valley Medical Center, a California nonprofit public benefit corporation, Hoag Memorial Hospital Presbyterian, a California nonprofit public benefit corporation, Mission Hospital Regional Medical Center, a California nonprofit public benefit corporation, St. Joseph Hospital of Orange, a California nonprofit public benefit corporation, St. Jude Hospital, a California nonprofit public benefit corporation, Santa Rosa Memorial Hospital, a California nonprofit public benefit corporation, SRM Alliance Hospital Service, a California nonprofit public benefit corporation, Providence Health System – Southern California, a California nonprofit religious corporation, Providence Saint John’s Health Center, a California nonprofit religious corporation, any other subsidiary, parent, general partner, limited partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of any of the above-listed entities, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of Providence Saint Joseph Medical Center or the real property on which Providence Saint Joseph Medical Center is located, any and all current and future owners, lessees, licensees, or operators of Providence Saint Joseph Medical Center, and any and all current and future lessees and owners of the real property on which Providence Saint Joseph Medical Center is located.

II.

The transaction approved by the Attorney General consists of the Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services, dated November 23, 2015, and the Supplemental Agreement made and entered into by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital

¹ Throughout this document, the term “Providence Saint Joseph Medical Center” shall mean the general acute care hospital located at 501 S Buena Vista Street, Burbank, CA 91505, and any other clinics, laboratories, units, services, or beds included on the license issued to Providence Health System-Southern California (doing business as Providence Saint Joseph Medical Center) by the California Department of Public Health, effective June 1, 2016, unless otherwise indicated.

Presbyterian, dated September 30, 2015, and any and all amendments, agreements, or documents referenced in or attached to as an exhibit or schedule to the Health System Combination Agreement and the Supplemental Agreement.

All of the entities listed in Condition I shall fulfill the terms of these agreements or documents and shall notify the Attorney General in writing of any proposed modification or rescission of any of the terms of these agreements or documents. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5923.

III.

For eleven fiscal years from the closing date of the Health System Combination Agreement, Providence St. Joseph Health, Providence Health & Services, Providence Health System-Southern California, and all future owners, managers, lessees, licensees, or operators of Providence Saint Joseph Medical Center shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

(a) Sell, transfer, lease, exchange, option, convey, manage, or otherwise dispose of Providence Saint Joseph Medical Center; or

(b) Transfer control, responsibility, management, or governance of Providence Saint Joseph Medical Center. The substitution or addition of a new corporate member or members of Providence St. Joseph Health, Providence Health & Services, or Providence Health System-Southern California that transfers the control of, responsibility for, or governance of Providence Saint Joseph Medical Center shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing bodies of Providence St. Joseph Health, Providence Health & Services, or Providence Health System-Southern California, or any arrangement, written or oral, that would transfer voting control of the members of the governing bodies of Providence St. Joseph Health, Providence Health & Services, or Providence Health System-Southern California shall also be deemed a transfer for purposes of this Condition.

IV.

For ten years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall operate and maintain Providence Saint Joseph Medical Center as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250).

V.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain and provide the following healthcare services at current² licensure and designation with the current types and/or levels of services at Providence Saint Joseph Medical Center:

- a) 24-hour emergency medical services, including a minimum of a minimum of 38 emergency treatment stations, designation as an Emergency Department Approved for Pediatrics, and designation as a Paramedic Base Hospital;
- b) Cardiac services, including 1 cardiac catheterization labs and designation as a STEMI Receiving Center;
- c) Critical care services, including a minimum of 38 intensive care beds and 16 coronary care beds;
- d) Neuroscience services, including certification as a Primary Stroke Center;
- e) Rehabilitation services, including a minimum of 15 rehabilitation beds;
- f) Obstetrics services, including a minimum of 24 obstetrics beds;
- g) Neonatal intensive care services, including a minimum of 20 neonatal intensive care beds and designation as a Level III Neonatal Intensive Care Unit;
- h) Pediatric services; and
- i) Women's health services, including those provided at the Providence Saint Joseph Breast Health Center.

Providence Health & Services and Providence Health System-Southern California shall not place all or any portion of the above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.

VI.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain and provide the following healthcare services at Providence Saint Joseph Medical Center at current licensure and designation with the current types and/or levels of services as committed to in Exhibit 8.13 of the Health System Combination Agreement attached hereto as Exhibit 1:

- a) Ambulatory surgery services;
- b) Cancer Care services;
- c) Endoscopy services;
- d) Imaging/radiology services;
- e) Interventional radiology services;
- f) Laboratory services;
- g) Orthopedics services;
- h) Palliative care services;
- i) Pulmonary services;
- j) Rehabilitation services;

² The term "current" or "currently" throughout this document means as of June 1, 2016.

- k) Surgical services;
- l) Telemetry services; and
- m) Vascular services.

Within the first year after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall begin implementation of the Providence Health & Services' Clinical Institutes' program across the system in order to deliver better patient outcomes across the most common conditions causing hospitalization. Such implementation shall include the areas of cancer care and musculoskeletal disease. Within two years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health implementation of the Providence Health & Services' Clinical Institutes' program shall also include the areas of neurosciences, cardiovascular, and digestive health.

VII.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall:

- a) Be certified to participate in the Medi-Cal program at Providence Saint Joseph Medical Center;
- b) Maintain and have Medi-Cal Managed Care contracts with the below listed Medi-Cal Managed Care Plans to provide the same types and levels of emergency and non-emergency services at Providence Saint Joseph Medical Center to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause:
 - i) Local Initiative: LA Care Health Plan or its successor; and
 - ii) Commercial Plan: Health Net Community Solutions, Inc. or its successor; and
- c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at Providence Saint Joseph Medical Center to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care) as required in these Conditions.

VIII.

For six fiscal years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall provide an annual amount of Charity Care (as defined below) at Providence Saint Joseph Medical Center equal to or greater than \$7,752,879 (the Minimum Charity Care Amount). For purposes hereof, the term "charity care" shall mean the amount of charity care costs (not charges) incurred by Providence Health & Services and Providence Health System-Southern California in connection

with the operation and provision of services at Providence Saint Joseph Medical Center. The definition and methodology for calculating “charity care” and the methodology for calculating “costs” shall be the same as that used by Office of Statewide Health Planning Development (OSHDP) for annual hospital reporting purposes.³ Providence Health & Services and Providence Health System-Southern California shall use and maintain a charity care policy that is no less favorable than its current charity care policy at Providence Saint Joseph Medical Center and in compliance with California and Federal law.

Providence Health & Services’ and Providence Health System-Southern California’s obligation under this Condition shall be prorated on a daily basis if the closing date of the Health System Combination Agreement is a date other than the first day of Providence Health & Services and Providence Health System-Southern California’s fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100” (as published by the U.S. Bureau of Labor Statistics).

After the closing date of the Health System Combination Agreement, if the actual amount of charity care provided at Providence Saint Joseph Medical Center for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, Providence Health & Services and Providence Health System-Southern California shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide direct health care services to residents in Providence Saint Joseph Medical Center’s service area (37 ZIP codes), as defined on page 128 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

The 2010 Federal Patient Protection and Affordable Care Act may cause a reduction in future needs of charity care. Any actual reduction will be considered “unforeseen” for purposes of Title 11, California Code of Regulations, section 999.5, subdivision (h).

IX.

For six fiscal years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall provide an annual amount of Community Benefit Services at Providence Saint Joseph Medical Center equal to or greater than \$4,671,290 (the “Minimum Community Benefit Services Amount”) exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered:

³ OSHPD defines charity care by contrasting charity care and bad debt. According to OSHPD, “the determination of what is classified as . . . charity care can be made by establishing whether or not the patient has the ability to pay. The patient’s accounts receivable must be written off as bad debt if the patient has the ability but is unwilling to pay off the account.”

- a) Access to Care Program;
- b) Faith Community Health Partnership;
- c) Latino Health Promoter Program; and
- d) Maternal Child Outreach and Education.

Providence Health & Services' and Providence Health System-Southern California's obligation under this Condition shall be prorated on a daily basis if the effective date of the Health System Combination Agreement is a date other than the first day of Providence Health System-Southern California's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100" (as published by the U.S. Bureau of Labor Statistics).

If the actual amount of community benefit services provided at Providence Saint Joseph Medical Center for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, Providence Health & Services and Providence Health System-Southern California shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide community benefit services for residents in Providence Saint Joseph Medical Center's service area (37 ZIP codes), as defined on page 128 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

X.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain their contracts, including any superseding, successor, or replacement contracts, and any amendments and exhibits thereto with the County of Los Angeles and/or its subdivisions, departments, or agencies for services at Providence Saint Joseph Medical Center including the following⁴:

- a) Los Angeles County Approved Stroke Center (ASC) Confirmation Agreement, dated August 17, 2015;
- b) Agreement By and Between the County of Los Angeles and Providence Health System-Southern California dba Providence Saint Joseph Medical Center for Paramedic Base Hospital Services, No. H-705640, dated January 1, 2013;

⁴ The dates referenced in this Condition are either the date the agreement was entered into, the date the agreement was executed, in the title of the agreement, or the original or current effective date of the agreement.

- c) Los Angeles County Emergency Department Approved for Pediatrics (EDAP) Confirmation Agreement, dated of December 5, 2011;
- d) Los Angeles County, Department of Health Services, Emergency Medical Services Agency SRC Confirmation Agreement re: Approved ST-Elevation Myocardial Infarction Receiving Center, dated June 1, 2010;
- e) Agreement By and Between the County of Los Angeles and Providence Health System-Southern California dba Providence Saint Joseph Medical Center for Participation in the Hospital Preparedness Program No. H-705673 dated January 1, 2013.

XI.

Providence St. Joseph Health, Providence Health & Services, and Providence Health System-Southern California shall commit the necessary investments required to meet and maintain OSHPD seismic compliance requirements at Providence Saint Joseph Medical Center through 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Saf. Code, § 129675-130070).

XII.

Providence St. Joseph Health, Providence Health & Services, and Providence Health System-Southern California shall complete any capital projects as committed to in the Health System Combination Agreement and the Supplemental Agreement.

Within the first three years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall implement a mental health initiative, with an initial expenditure of \$30 million, in the California communities served by their local ministries (\$10 million per year for each of the first 3 years after the closing date). These funds will be expended solely in California and will be used to identify and address the treatment and causes of mental illness including, but not limited to, mental health counseling, disorders affecting children, depressive disorders, psychotic disorders, treatment for addictive behavior, homelessness and other root causes and effects of mental illness.

XIII.

Providence Health & Services and Providence Health System-Southern California shall maintain privileges for current medical staff at Providence Saint Joseph Medical Center who are in good standing as of the closing date of the Health System Combination Agreement. Further, the closing of the Health System Combination Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure at Providence Saint Joseph Medical Center.

For eleven fiscal years after the closing date of the Health System Combination Agreement, all of the entities listed in Condition I shall continue to maintain multi-disciplinary local ministry ethics teams at each hospital and the teams shall consist of physicians, nurses, social workers, chaplains, and ethicists. The application of the Ethical and Religious Directives shall continue to

be conducted on a case-by-case basis taking into account the clinical and ethical factors presented in each case by the multi-disciplinary local ministry ethics teams.

XIV.

There shall be no discrimination against any lesbian, gay, bisexual, or transgender individuals at Providence Saint Joseph Medical Center. This prohibition must be explicitly set forth in Providence Health System-Southern California's written policies, adhered to, and strictly enforced.

XV.

For eleven fiscal years from the closing date of the Health System Combination Agreement Providence Health & Services and Providence Health System-Southern California shall submit to the Attorney General, no later than four months after the conclusion of each fiscal year, a report describing in detail compliance with each Condition set forth herein.

Such report shall also describe in detail the specific steps taken by all of the entities listed in Condition I and provide any supporting and objective evidence and documentation that set forth how the below enumerated transaction benefits are being accomplished with respect to all of the entities listed in Condition I:

- a) Optimize clinical services and health benefits;
- b) Expand community benefit programs;
- c) Achieve greater affordability and access for health care services;
- d) Share clinical and administrative best practices across regions and communities;
- e) Promote outstanding clinical care and greatly improve the patient experience;
- f) Develop the necessary infrastructure for a population health management effort that truly advances healthier communities;
- g) Advance innovations in health care that will benefit future generations;
- h) Create broader opportunities for advocacy in connection with social justice, with particular emphasis on the poor and vulnerable;
- i) Make possible closer integration and/or adoption of specific programs to address the needs of the poor and vulnerable;
- j) Enhance the delivery of health care through a nonprofit, charitable model;
- k) Improve patient access, patient safety, the quality, continuity and coordination of care and improved patient satisfaction with the care and service provided, utilizing a holistic approach focused on the body, mind and spirit;

- l) Develop a stronger infrastructure, including clinical and administrative expertise, for serving specific populations, such as Medi-Cal and the uninsured, in order to promote the health of recipients and use resources more effectively;
- m) Provide a greater ability to combine and coordinate the response to community needs across increased scale and a broader geography;
- n) Spread and adopt the triple aim in the areas of clinical expertise, growth, diversification, innovation and shared services;
- o) Obtain specific financial benefits through access to capital through the creation of a single obligated group that will allow both health systems to become jointly and severally liable for all combined organization tax-exempt debt, allocate risk and optimize borrowing strategy for all of the entities listed in Condition I;
- p) Strengthen and enhance the work environment for all of the entities listed in Condition I;
- q) Support the ability of all of the entities listed in Condition I to attract and retain the talent and expertise required to best serve community needs, including but not limited to, clinical talent to those particular communities where it has previously been challenging to do so;
- r) Maintain and enhance medical group management infrastructure to benefit clinical practice, including sharing of clinical and administrative best practices;
- s) Pursue innovations in virtual healthcare and wellness;
- t) Provide cost-effective care to the communities served by all of the entities listed in Condition I with a special attention to the poor and vulnerable;
- u) Patient benefits from the anticipated stronger infrastructure;
- v) Patient benefits from the creation of new programs to fully advance the hospital systems' charitable missions;
- w) Community benefits from the anticipated unprecedented service and community benefit guarantees; and
- x) Community, particularly the poor and vulnerable, benefits from the strengthened healthcare systems.

Such report shall also include a copy of the following documents with respect to all of the entities listed in Condition I:

- a) Copies, if any, of new contractual arrangements with any of their affiliated or joint-venture providers, hospitals, surgery, ambulatory or medical centers, facilities, practice or physician groups, and other entities providing medical services for or on behalf of the entities listed in Condition I under these new contracts;

- b) Any new notices to insurers, insureds, other health care providers or competitors, or government regulators regarding the addition of any newly-affiliated medical provider to the entities listed in Condition I; and
- c) All new studies, analyses, and evaluations of or documents referring to the identity of any patient service areas, and geographic and product markets of each of the providers, independent physician associations, groups, centers, facilities, hospitals, centers, and affiliates owned or operated by the entities listed in Condition I providing medical services under any of the entities listed in Condition I's contracts.

The Chairman(s) of the Board of Directors of both Providence Health & Services and Providence Health System-Southern California and the Chief Executive Officers of Providence Health & Services, Providence Health System-Southern California, and Providence Saint Joseph Medical Center shall each certify that the report is true, accurate, and complete and provide documentation of the review and approval of the report by both Board's of Directors.

XVI.

At the request of the Attorney General, all of the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XVII.

Once the Health System Combination Agreement is closed, all of the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

Exhibit 8.13

Service Commitments

The Service Commitments of the Parties, as referenced in Section 8.13 of the Health System Combination Agreement, are set forth in Paragraphs 1.0 through 9.0 below.

1.0 List of California General Acute Care Hospitals. For the purposes of this Exhibit 8.13, each general acute care hospital sponsored by either SJHS or PH&S, and located in the State of California, is set forth in the chart immediately below.

Providence Health & Services and St. Joseph Health
Combined System Hospital Overview
Fiscal Year 2015

Hospitals
St. Mary Medical Center
Redwood Memorial Hospital
St. Joseph Hospital, Eureka
Providence HolyCross Medical Center
Providence Saint Joseph Medical Center
Providence Tarzana Medical Center
Providence Little Company of Mary Medical Center San Pedro
Providence Little Company of Mary Medical Center Torrance
Saint John's Health Center
Queen of the Valley Medical Center
Hoag Hospital - Newport Beach
Hoag Hospital - Irvine
Mission Hospital - Laguna Beach
Mission Hospital - Mission Viejo
St. Joseph Hospital of Orange
St. Jude Medical Center
Santa Rosa Memorial Hospital
Petaluma Valley Hospital

Source: Providence Health & Services and St. Joseph Health

For the purposes of this Exhibit 8.13, each of the foregoing acute care hospitals – with the exception of Providence Saint John's Health Center, Hoag Hospital-Newport Beach, Hoag Hospital-Irvine, and Petaluma Valley Hospital (which are discussed in Paragraphs 8.0 and 9.0 below, respectively) – is referred to herein as a "Hospital."

2.0 Licensed Acute Care Hospital Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall cause each Hospital to continue to be operated and maintained as a licensed general acute care hospital, as defined in California Health and Safety Code § 1250.

3.0 Specialty Service Commitments. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall operate and maintain certain specified services at each of the Hospitals, as set forth in Sections 3.0(a) and 3.0(b) below.

(a) **Emergency Department Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to maintain and provide twenty-four emergency medical services as currently licensed, with the same number of emergency beds/stations and with the same types of levels of service as provided as of the Closing.¹

(b) **Service Line Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to provide the health care services listed for each corresponding Hospital as specified in the tables below:

SJHS Sponsored Hospitals

St. Jude Medical Center Programs and Services	Mission Hospital Programs and Services
Anesthesia Services Cancer Care Cardiac Center Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Interventional Radiology Laboratory Services Neurosciences Obstetrics Orthopedics/NICU Palliative Care Pathology Services Rehabilitation Services Senior Services Speech Therapy Surgical Services Wellness & Fitness Women's Services Wound Care	Behavioral Health ■ Inpatient Services ■ Outpatient Services Cancer Care Cardiac Services Diabetes Care Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Intensive Care Unit (ICU) Laboratory Services Neurosciences Obstetrics/NICU Orthopedics Pediatric Services Respiratory Care Rehabilitation Services Surgical Services Trauma Care Vascular Services Women's Services

¹ This commitment is subject to reasonable and/or necessary temporary reductions in the number of emergency beds / stations in the event of construction intended to expand emergency department capacity.

**St. Mary Medical Center
Programs and Services**

Cardiac Center
Diabetes Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics/NICU
Rehabilitation Services
Surgical Services
Women's Services
Wound Care

**Queen of the Valley Medical Center
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Wellness Center
Women's Services
Wound Care

**Santa Rosa Memorial Hospital
Programs and Services**

Bariatric Surgery
Behavioral Health
■ Outpatient Services
■ Partial Hospital Program
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Trauma Care
Vascular Services
Women's Services

Saint Joseph Hospital - Orange
Programs and Services

Anesthesia Services
Bariatric Surgery
Behavioral Health
■ Inpatient Services
■ Outpatient Services
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Kidney Dialysis Center
Laboratory Services
Neurosciences
Obstetrics
Ophthalmology
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Urology
Women's Services
Wound Care

Petaluma Valley Hospital
Programs and Services

Cancer Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Vascular Services
Women's Services

St. Joseph Hospital - Eureka
Programs and Services

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

Redwood Memorial Hospital
Programs and Services

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

PH&S Sponsored Hospitals

Providence Holy Cross Medical Center Programs and Services

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour) Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Palliative Care
Pulmonary Services
Rehabilitation Services
Sub-Acute
Telemetry
Trauma Program
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Little Company of Mary Medical Center San Pedro Programs and Services

Acute Psychiatric Services
Cancer Care
Center for Optimal Aging
(Senior Services)
Chemical Dependency
Community Outreach
Diabetes Care
Emergency Services (24-hour)
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Palliative Care
Pathology Services
Psychiatric Services
Rehabilitation Services
Respiratory Care
Spiritual Care Services
Surgery Specialties
Sub-Acute Care
Women Health Services
■ Obstetrics
Wound Care

**Providence Little Company of Mary Medical Center Torrance
Programs and Services**

Blood Donor Center
Cancer Care
Cardiac & Vascular Services
Community Outreach
Emergency Services (24-hour)
Diabetes Care
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Orthopedics
Palliative Care
Pathology Services
Pediatric Services
Respiratory Care
Spiritual Care Services
Surgical Services
Rehabilitation Services
Urology
Volunteer Services
Women's Health Services
■ Obstetrics
■ NICU
Wound Care

**Providence Saint Joseph Medical Center
Programs and Services**

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pulmonary Services
Rehabilitation Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Tarzana Medical Center
Programs and Services

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pediatric Services / Pediatric Intensive Care
Pulmonary Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services

- Obstetrics
- NICU

(A) Continue to be certified to participate in the Medicare program and have a Medicare provider number to provide the same types and levels of emergency and non-emergency services as provided as of the Closing.

5.0 City/County Contract Commitment: For a period of five (5) years from the Closing, each Hospital shall maintain each contract it has entered into with any City or County as specified on Attachment A (City/County Contract Commitments) attached hereto, unless any such contract is terminated for cause or expires in accordance with its current terms.

(continued on next page)

6.0 Charity Care Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of charity care (the "Minimum Charity Care Amount") that is no less than the amount set forth in the "2014-2015 Average" column for the corresponding Hospital in the chart below:

**Providence Health & Services and St. Joseph Health
Cost of Charity Care Summary
Fiscal Years 2014 to 2015**

Hospital	Cost of Charity to Hospital		
	2014	2015 ⁽¹⁾	2014 - 2015 Average
St. Mary Medical Center	\$7,912,528	\$4,121,065	\$6,016,797
Redwood Memorial Hospital	\$731,156	\$577,891	\$654,523
St. Joseph Hospital, Eureka	\$1,790,044	\$1,653,541	\$1,721,792
Providence Holy Cross Medical Center	\$5,634,497	\$4,762,251	\$5,198,374
Providence Saint Joseph Medical Center	\$7,319,026	\$3,056,824	\$5,187,925
Providence Tarzana Medical Center	\$2,522,462	\$1,347,479	\$1,934,970
Providence Little Company of Mary Medical Center San Pedro	\$2,523,959	\$1,189,510	\$1,856,734
Providence Little Company of Mary Medical Center Torrance	\$8,767,281	\$3,868,858	\$6,318,069
Saint John's Health Center	Subject to AG Conditional Consent January 14, 2014		
Queen of the Valley Medical Center	\$2,041,891	\$1,728,615	\$1,885,253
Hoag Hospital - Newport Beach and Irvine	Subject to AG Conditional Consent February 8, 2013		
Mission Hospital - Mission Viejo and Laguna Beach ⁽²⁾	\$7,229,156	\$4,803,937	\$6,016,546
St. Joseph Hospital of Orange	\$9,904,721	\$7,573,418	\$8,739,069
St. Jude Medical Center	\$7,737,027	\$5,705,177	\$6,721,102
Petaluma Valley Hospital	\$1,132,221	\$838,880	\$985,550
Santa Rosa Memorial Hospital	\$5,519,696	\$5,230,452	\$5,375,074
Total	\$70,765,664	\$46,457,897	\$58,611,780

Source: OSHPD Financial Disclosure Reports (2014 figures), St. Joseph Health (2015 figures)

Note: Hoag Hospital and Saint John's Health Center charity care numbers are currently the subject of Attorney General conditions from prior transactions.

(1) FY 2014 cost-to-charge ratio applied to 2015 charity charges to calculate cost of charity to hospital. Providence 2015 data is a year-to-date annualized estimate.

(2) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics). Each Hospital shall have charity care and collection policies that comply with Federal and California law.

7.0 Community Benefit Program Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of Community Benefit Services (the “Minimum Community Benefit Services Amount”) that is no less than the amount set forth in the “Hospital Commitment” column for the corresponding Hospital in the chart below:

Providence Health and Services and St. Joseph Health System
Community Benefit Expenditures by Ministry⁽¹⁾
Calendar Years 2011 to 2014

Hospital	2011	2012	2013	2014	Hospital Commitment ⁽²⁾
Providence Holy Cross Medical Center	\$1,044,252	\$933,328	\$1,050,720	\$972,003	\$1,000,076
Providence Little Company of Mary San Pedro	\$1,836,161	\$1,706,993	\$1,629,022	\$1,503,131	\$1,668,827
Providence Little Company of Mary Torrance	\$4,232,362	\$2,254,286	\$2,057,692	\$1,896,081	\$2,610,105
Providence Saint John's Health Center	Subject to AG Commitment January 14, 2014				\$3,374,251
Providence Saint Joseph Medical Center	\$1,172,156	\$929,028	\$1,058,582	\$1,155,121	\$1,078,722
Providence Tarzana Medical Center	\$612,236	\$496,883	\$476,211	\$801,568	\$596,725
Hoag Hospital - Newport Beach and Irvine	Subject to AG Commitment February 8, 2013				\$9,500,000
Mission Hospital - Mission Viejo and Laguna Beach ⁽³⁾	\$5,654,285	\$4,775,844	\$4,404,037	\$4,916,303	\$4,937,617
Petaluma Valley Hospital	\$10,000	\$92,749	\$113,748	\$176,846	\$98,336
Queen of the Valley Medical Center	\$3,215,957	\$2,888,321	\$3,298,694	\$3,465,017	\$3,216,997
Redwood Memorial Hospital	\$980,213	\$715,227	\$793,338	\$417,839	\$726,654
Santa Rosa Memorial Hospital	\$1,844,388	\$2,135,826	\$2,668,956	\$2,982,791	\$2,407,990
St. Joseph Hospital (Eureka)	\$2,357,925	\$2,501,973	\$2,073,069	\$2,061,441	\$2,248,602
St. Joseph Hospital (Orange)	\$9,984,136	\$9,825,416	\$6,865,777	\$5,554,176	\$8,057,376
St. Jude Medical Center	\$8,219,100	\$8,392,969	\$7,476,451	\$5,396,610	\$7,371,283
St. Mary Medical Center	\$3,533,168	\$3,051,705	\$2,556,292	\$4,185,791	\$3,331,739
Total Community Benefit Expenditures	\$44,696,339	\$40,700,548	\$36,522,589	\$35,484,719	\$39,351,049

Source: Providence Health and Services, St. Joseph Health System

(1) The community benefit expenditures set forth in this table reflect expenditures on the types of programs that have historically been treated by the Attorney General as community benefit programs under Title 11, Code of Regulations section 999.5(d)(5)(D). The table does not include expenditures for all SB 697 reported categories. Examples of facility expenditures or costs not included in this table are (i) the unreimbursed cost of Medicare, Medi-Cal and low-margin services, (ii) unreimbursed physician fees and/or subsidies for ED, trauma and other coverage services, (iii) services funded by third parties (e.g., grants), (iv) community benefit operation or administration costs, (v) facility use, and (vi) research.

(2) The Hospital Commitment column reflects each hospital's four year average annual commitment based on the annual community benefit expenditures during the calendar years 2011 through 2014. St. John's Medical Center and Hoag Hospital community benefit commitments are addressed in Section 9.0 of this Exhibit 8.13.

(3) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics).

In addition, SJHS and PH&S, individually or jointly or through NewCo, shall provide support to each of the community benefit programs set forth in the charts immediately below (the

(continued on next page)

“On-Going Community Benefit Programs”) for a period of five (5) years after the Closing either at the current location, at alternate locations, or through affiliation with similar organizations.

**St. Joseph Health
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015**

Hospital	Community Benefit Programs
Redwood Memorial Hospital	Community Resource Centers
St. Joseph Hospital, Eureka	Paso a Paso Program/Healthy Kids Humboldt
Santa Rosa Memorial Hospital	House Calls
Petaluma Valley Hospital	Mobile Health Clinic Promotores de Salud (Health Promoters) Healthy For Life Circle of Sisters (COS) St. Joseph Dental Clinic and Mobile Dental Clinic The Agents of Change Training in the Neighborhoods (ACTION)
Queen of the Valley Medical Center	Community Based Care Coordination and Case Management "CARE Network" Children's Mobile Dental Clinic Obesity Prevention: "Healthy for Life" Perinatal Education and Support
St. Mary Medical Center	Community Clinic programs Health Career Programs San Bernardino County Public Health Initiatives
St. Jude Medical Center	St. Jude Neighborhood Health Center North Orange County Move More Eat Healthy Initiative Community Care Navigation Senior transportation and services to low income elderly
St. Joseph Hospital Orange	La Amistad de San Jose Family Health Center Puente a la Salud Mobile Community Clinics Imaging and laboratory Services Pharmacy Meds Program
Mission Hospital - Laguna Beach	Family Resource Centers
Mission Hospital - Mission Viejo	Community Mental Health Initiatives/Depression Initiatives Behavioral Health Camino Health Center (FQHC) Increasing Access to Health Care

Source: St. Joseph Health

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

Providence Health & Services
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Little Company of Mary - San Pedro	Creating Opportunities for Physical Activity (COPA)
Little Company of Mary - Torrance	CHIP-Access to Low Cost/Free Primary Care Vasek Polak Medical Home for the Most Vulnerable Get Out and Live (GOAL) Partners for Healthy Kids ("PFHK") Welcome Baby ⁽¹⁾
Saint John's Medical Center	Venice Family Clinic Ocean Park Community Center Westside Family Health Center Cleft Palate Clinic
Providence Holy Cross Medical Center	Access to Care Program
Providence Saint Joseph Medical Center	Faith Community Health Partnership/Latino Health Promoter
Providence Tarzana Medical Center	Senior Outreach Tattoo Removal School Nurse Services

Source: Providence Health & Services

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

8.0 Petaluma Valley Hospital. SJHS operates Petaluma Valley Hospital pursuant to a management contract that expires in January 2017. The commitments set forth in Sections 2.0 through 7.0 above shall apply to Petaluma Valley Hospital during the remaining term of the current management contract.

9.0 Providence Saint John's Health Center and Hoag Commitments. SJHS and PH&S, individually or jointly or through NewCo, shall insure full compliance with any and all Conditions of Consent previously issued by the California Attorney General, and the terms of any agreements with the California Attorney General, with respect to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian transactions, including (without limitation) (i) the Conditions of Consent set forth in the California Attorney General's January 14, 2014 and February 8, 2013 letters concerning those facilities and (ii) the March 8, 2014 Agreement between the California Attorney General and Hoag Memorial Hospital Presbyterian. Notwithstanding the foregoing, SJHS and PH&S each reserve the right (and the rights of NewCo), in accordance with Title 11, California Code of Regulations, Section 999.5(h), to seek the amendment of any such Conditions of Consent, or the terms of any other agreements with the California Attorney General, applicable to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian facilities.

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
RMH	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	4/1/06
RMH	North Coast Emergency Medical Services	EDAP Level I Designation	7/1/10
RMH	City of Blue Lake	MOU re: Blue Lake Family Resource Center	1/1/15
RMH	County of Humboldt-DHHS	Grant Agreement for Blue Lake CRC - CalWORKS and CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Rio Dell CRC - CalWORKs & CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Willow Creek CRC - CalWORKs & CalFresh	7/15/15
SJE	County of Humboldt Mental Health	Behavioral Health	1/1/15
SJE	County of Humboldt	Agreement Concerning Use of Short Wave Radio Equipment	1/3/95
SJE	Humboldt County	MOU for Death Review Panel	2/1/01
SJE	Humboldt County Children's Health Initiative	Charter	1/1/06
SJE	Humboldt County	MOU for Healthy Kids Humboldt Support	2/14/12
SJE	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	7/21/12
SJE	County of Humboldt-DHHS	CalFresh Grant Agreement	11/1/14
SJE	County of Humboldt-DHHS- Mental Health Branch	Service Agreement for Hospital Services	1/1/15
SJE	County of Humboldt-DHHS	MOU for 340B Program	1/1/15
SJE and RMH	Humboldt County Office of Education	Work Exploration Agreement for High School Students	2/3/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
QVMC	County of Napa	Business Associate Agreement #6165	7/1/03
QVMC	Napa County Child Welfare Services	MOU for Suspected Child Abuse	1/1/11
QVMC	County of Napa	Synergy Agreement #7167	1/6/09
QVMC	County of Napa w/Comm Hlth Clinic Ole, Kaiser,	MOU- Medical Emergency Coop Agmt for Healthcare Organizations	12/18/07
QVMC	Napa County Health & Human Services, Public	MOU for Napa Fussy Baby Collaborative	3/4/13
QVMC	County of Napa	PSA for Services re: Calif AIDS Master Grant Agmt for HIV Care #3236	7/1/13
QVMC	County of Napa	Designation as a Level III Trauma Center #7657	7/1/13
QVMC	County of Napa	Hospital Preparedness Program (HPP) Coalition Participation Agreement	8/14/13
QVMC	County of Napa	Grant Agreement #8157 Tobacco Settlement	7/1/14
QVMC	First 5 Napa County Children and Family Comm.	Grant Agreement #510-15 for Dental Van	7/1/14
QVMC	County of Napa	PSA for Medi-Cal Administrative Activities #8146	7/1/14
QVMC	Napa County Alcohol and Drug Services Division	MOU for Drug and Alcohol Counseling	3/5/15
SRMH	County of Sonoma	Provision of Services/Medication Management Grant	7/1/15
Hoag	Children's And Families Commission of OC	Agreement for early Childhood Development Svcs	2/5/14
Hoag	County of Orange	Agreement for the provision of certain HIV Services	3/1/15
Hoag	County of Orange	Indigent and Trauma Care	7/1/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
MH	County of Orange	Indigent and Trauma Care	7/1/14
MH	County of Orange	Medi-Cal Admin Svcs	7/1/15
MH	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Caregiver Resource Center	7/1/14
SJMC	County of Orange	Indigent and Trauma Care	7/1/14
SJMC	County of Orange	Designated ER Services	7/1/13
SJMC	Childrens and Families Commission	Early Childhood Development	2/5/14
SJMC	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Paternity Opportunity Program	9/9/14
SJO	County of Orange	Indigent and Trauma Care	7/1/14
SJO	County of Orange	Designated ER Services	7/1/13
SJO	County of Orange	MSN - Medical Safety Net	7/1/15
PVH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency Organizations to coordinate services in disaster situations	10/1/06
PVH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
PVH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
SRM and PVH	County of Sonoma	Mental Health Services Agreement No. 2015-0023-A00	4/15/15
SRMH	Sonoma County Indian Health Project (SCIHP)	Medi-Cal	8/1/14
SRMH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency to coordinate services in disaster situations	5/15/06
SRMH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
SRMH	County of Sonoma	Level II Trauma Center Designation	5/1/10
SRMH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
SRMH	County of Sonoma	EMS Base Hospital Agreement	7/1/15
SRMH	County of Sonoma	STEMI Receiving Center Agreement	7/1/15

Key:

RMH = Redwood Memorial Hospital

SJE = St. Joseph Hospital, Eureka

QVMC = Queen of the Valley Medical Center

SRMH = Santa Rosa Memorial Hospital

Hoag = Hoag Hospital – Newport Beach / Irvine

MH = Mission Hospital – Mission Viejo / Laguna Beach

SJMC = St. Jude Medical Center

SJO = St. Joseph Hospital of Orange

PVH = Petaluma Valley Hospital

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
San Pedro			
PHS-So. Cal dba Providence Little Co. of Mary Med. Ctr San Pedro	County of Los Angeles	Psychiatric Inpatient Hospital Services to Medi-Cal Beneficiaries eligible for such services under the Medi-Cal Fee-For-Service program	7/1/15
Providence Little Co. of Mary Ctr (San Pedro)	Los Angeles County Dept of Health Services Emergency Medical Services Agency	SART Center Confirmation Agreement	4/20/15
Torrance			
Little Company of Mary Hospital (Torrance)	County of Los Angeles	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	6/30/08
Little Company of Mary Medical Center (Torrance)	County of Los Angeles	Memorandum of Understanding re Child Support Services	9/24/14-10/31/18
Providence Little Company of Mary-Torrance	County of Los Angeles	Agreement for Participation in Hospital Preparedness Program	1/1/13-6/30/18
Providence Little Company of Mary Medical Center San Pedro	Los Angeles County Children and Families First Proposition 10 Commission (AKA First 5 LA)	Grant Agreement	1/1/15-6/30/16
Providence Little Company of Mary Torrance	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
St. John's			
Sisters of Charity of Leavenworth Health System, Inc. re Saint John's Hospital and Health Center	City of Santa Monica	Development Agreement and Amendment Re Construction for Improvements	10/4/11
Providence Saint John's Health Center	County of Los Angeles	Department of Mental Health (mental health services)	7/1/15
Providence Saint John's Child and Family Development Center	City of Santa Monica Mental Health Services	Will Rogers Learning Development Center/ Child Youth Development Project	7/1/15-6/30/16
Providence Saint John's Health Center	City of Santa Monica	Human Services Grants Program Short Term Grant Agreement	7/1/15-9/30/15

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Providence Saint John's Health Center	County of Los Angeles	Los Angeles County Children and Families First Proposition 10 Commission (A KA First LA) Grant Agreement re Partnerships for Family Initiative	1/1/15-6/30/16
Holy Cross			
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re Stroke Center	6/10/10-5/9/12
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re ST-Elevation Myocardial Infarction Receiving Center	9/1/13-8/31/16
Providence Holy Cross Medical Center	Los Angeles County	Paramedic Base Hospital Services Agreement	1/1/13-6/30/17
Providence Health System So. CA. dba Providence Holy Cross Medical Center	Los Angeles County	Trauma Center Service Agreement, as amended	7/1/08-12/31/15
St. Joseph's			
Providence Saint Joseph Medical Center	County of Los Angeles	Hospital Preparedness Program Agreement, as amended.	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement	10/19/09-3/22/10
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	EDAP Confirmation Agreement	12/5/11-12/4/14
Providence Health System-Southern California DBA Providence Saint Joseph Medical Center	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	SRC Confirmation Agreement	6/1/13-3/31/16

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Tarzana			
Encino Tarzana Regional Medical Center-Tarzana	County of Los Angeles – Department of Health Services Emergency Medical Services Agency	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	7/1/06-6/30/07
Providence Health and Services DBA Providence Tarzan Medical Center	County of Los Angeles	Expanded Agreement re Hospital Bioterrorism Preparedness	1/1/01-12/31/-12
Providence Tarzana Medical Center	County of Los Angeles, Child Support Services Department	Intra-County Plan of Cooperation re guidelines for an effective social security program	10/1/09
Providence Tarzana Medical center	Los Angeles County Department of Health Services Emergency Medical Services Agency	Stroke Center Confirmation Agreement re Caring for Stroke Population of LA County	4/1/10-5/31/12
Providence Tarzana Medical Center	Los Angeles County Emergency Department	Approved for Pediatrics (EDAP) Confirmation Agreement	12/5/11-12/5/14
Providence Tarzana Medical Center	Los Angeles County Department of Health Services- Emergency Medical Services Agency	SRC Confirmation Agreement re Approved ST-Elevation Myocardial Infarction Receiving Center (SRC)	4/1/10/3/31/12
Providence Tarzana Medical Center	County of Los Angeles Department of Public Health, Acute Communicable Disease Control Program	Confidential Data Use Agreement	7/22/09

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ANALYSIS OF PROVIDENCE SAINT JOSEPH MEDICAL CENTER'S SERVICE AREA

Service Area Definition

Based upon Saint Joseph Medical Center's 2014 inpatient discharges, Saint Joseph Medical Center's service area is comprised of 37 ZIP Codes from which 78% of its inpatient discharges originated. Approximately 52% of Saint Joseph Medical Center's discharges originated from the top ten ZIP Codes that are located in Burbank, North Hollywood, Sun Valley, Valley Village, and Studio City. In 2014, Saint Joseph Medical Center's market share in the service area was approximately 12% based on total area discharges.

SERVICE AREA PATIENT ORIGIN MARKET SHARE BY ZIP CODE: 2014						
ZIP Codes	Community	Total Discharges	% of Discharges	Cumulative	Total Area Discharges	Market Share
				% of Discharges		
91505	Burbank	1,376	8.2%	8.2%	2,636	52.2%
91606	North Hollywood	1,074	6.4%	14.5%	4,506	23.8%
91601	North Hollywood	1,019	6.0%	20.6%	3,112	32.7%
91504	Burbank	905	5.4%	25.9%	2,022	44.8%
91506	Burbank	824	4.9%	30.8%	1,702	48.4%
91352	Sun Valley	773	4.6%	35.4%	4,586	16.9%
91605	North Hollywood	736	4.4%	39.8%	5,448	13.5%
91607	Valley Village	709	4.2%	44.0%	2,895	24.5%
91501	Burbank	692	4.1%	48.1%	1,595	43.4%
91604	Studio City	637	3.8%	51.9%	2,638	24.1%
91201	Glendale	536	3.2%	55.0%	2,563	20.9%
91502	Burbank	487	2.9%	57.9%	1,235	39.4%
91602	North Hollywood	477	2.8%	60.8%	1,226	38.9%
91423	Sherman Oaks	273	1.6%	62.4%	2,601	10.5%
91401	Van Nuys	272	1.6%	64.0%	4,753	5.7%
91331	Pacoima	250	1.5%	65.5%	8,828	2.8%
90068	Los Angeles	206	1.2%	66.7%	1,482	13.9%
91402	Panorama City	196	1.2%	67.8%	6,828	2.9%
91342	Sylmar	190	1.1%	69.0%	9,017	2.1%
91405	Van Nuys	189	1.1%	70.1%	5,335	3.5%
91202	Glendale	183	1.1%	71.2%	2,261	8.1%
91040	Sunland	164	1.0%	72.2%	2,209	7.4%
91343	North Hills	129	0.8%	72.9%	5,297	2.4%
91406	Van Nuys	125	0.7%	73.7%	4,863	2.6%
91344	Granada Hills	124	0.7%	74.4%	4,756	2.6%
91042	Tujunga	114	0.7%	75.1%	2,968	3.8%
90027	Los Angeles	88	0.5%	75.6%	4,433	2.0%
91411	Van Nuys	76	0.5%	76.0%	2,590	2.9%
91207	Glendale	66	0.4%	76.4%	1,072	6.2%
91214	La Crescenta	62	0.4%	76.8%	2,360	2.6%
91208	Glendale	58	0.3%	77.1%	1,440	4.0%
91345	Mission Hills	43	0.3%	77.4%	1,809	2.4%
91340	San Fernando	40	0.2%	77.6%	2,937	1.4%
91510	Burbank	18	0.1%	77.7%	46	39.1%
91610	Toluca Lake	8	0.0%	77.8%	16	50.0%
91617	Valley Village	7	0.0%	77.8%	19	36.8%
91507	Burbank	7	0.0%	77.9%	23	30.4%
Subtotal		13,133	77.9%	77.9%	114,107	11.5%
Other ZIPs		3,731	22.1%	100%		
Total		16,864	100%			

Note: Excludes normal newborns

Source: OSHPD Patient Discharge Database

Exhibit 2

Conditions to Change in Control and Governance of Providence Holy Cross Medical Center¹ and Approval Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services and the Supplemental Agreement by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian

I.

These Conditions shall be legally binding on the following entities: Providence St. Joseph Health, a Washington nonprofit corporation, Providence Health & Services, a Washington nonprofit corporation, St. Joseph Health System, a California nonprofit public benefit corporation, St. Joseph Health Ministry, a California nonprofit public benefit corporation, Covenant Health Network, Inc., a California nonprofit public benefit corporation, St. Mary Medical Center, a California nonprofit public benefit corporation, Redwood Memorial Hospital of Fortuna, California nonprofit public benefit corporation, St. Joseph Hospital of Eureka, a California nonprofit public benefit corporation, Queen of the Valley Medical Center, a California nonprofit public benefit corporation, Hoag Memorial Hospital Presbyterian, a California nonprofit public benefit corporation, Mission Hospital Regional Medical Center, a California nonprofit public benefit corporation, St. Joseph Hospital of Orange, a California nonprofit public benefit corporation, St. Jude Hospital, a California nonprofit public benefit corporation, Santa Rosa Memorial Hospital, a California nonprofit public benefit corporation, SRM Alliance Hospital Service, a California nonprofit public benefit corporation, Providence Health System – Southern California, a California nonprofit religious corporation, Providence Saint John’s Health Center, a California nonprofit religious corporation, any other subsidiary, parent, general partner, limited partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of any of the above-listed entities, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of Providence Holy Cross Medical Center or the real property on which Providence Holy Cross Medical Center is located, any and all current and future owners, lessees, licensees, or operators of Providence Holy Cross Medical Center, and any and all current and future lessees and owners of the real property on which Providence Holy Cross Medical Center is located.

¹ Throughout this document, the term “Providence Holy Cross Medical Center” shall mean the general acute care hospital located at 15031 Rinaldi Street, Mission Hills, CA 91345, the skilled nursing facility located at 11600A Indian Hills Road, Mission Hills, 91345, and any other clinics, laboratories, units, services, or beds included on the license issued to Providence Health System-Southern California (doing business as Providence Holy Cross Medical Center and Providence Holy Cross Medical Center D/P SNF, respectively) by the California Department of Public Health, effective May 1, 2016, unless otherwise indicated.

II.

The transaction approved by the Attorney General consists of the Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services, dated November 23, 2015, and the Supplemental Agreement made and entered into by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian, dated September 30, 2015, and any and all amendments, agreements, or documents referenced in or attached to as an exhibit or schedule to the Health System Combination Agreement and the Supplemental Agreement.

All of the entities listed in Condition I shall fulfill the terms of these agreements or documents and shall notify the Attorney General in writing of any proposed modification or rescission of any of the terms of these agreements or documents. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5923.

III.

For eleven fiscal years from the closing date of the Health System Combination Agreement, Providence St. Joseph Health, Providence Health & Services, Providence Health System-Southern California, and all future owners, managers, lessees, licensees, or operators of Providence Holy Cross Medical Center shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

(a) Sell, transfer, lease, exchange, option, convey, manage, or otherwise dispose of Providence Holy Cross Medical Center; or

(b) Transfer control, responsibility, management, or governance of Providence Holy Cross Medical Center. The substitution or addition of a new corporate member or members of Providence St. Joseph Health, Providence Health & Services, or Providence Health System-Southern California that transfers the control of, responsibility for, or governance of Providence Holy Cross Medical Center shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing bodies of Providence St. Joseph Health, Providence Health & Services, or Providence Health System-Southern California, or any arrangement, written or oral, that would transfer voting control of the members of the governing bodies of Providence St. Joseph Health, Providence Health & Services, or Providence Health System-Southern California shall also be deemed a transfer for purposes of this Condition.

IV.

For ten years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall operate and maintain Providence Holy Cross Medical Center as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250) and shall maintain and provide the following

24-hour emergency and trauma medical services at current² licensure and designation with the current types and/or levels of services at Providence Holy Cross Medical Center:

- a) 32 emergency treatment stations at a minimum;
- b) Designation as a Level II Trauma Center and operating a Level II Trauma Center that complies with all requirements under California laws and regulations and Los Angeles County Emergency Medical Services Agency Prehospital Care Policies and Procedures; and
- c) Designation as a Paramedic Base Hospital.

V.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain and provide the following healthcare services at current licensure and designation with the current types and/or levels of services at Providence Holy Cross Medical Center:

- a) Cardiac services, including 2 cardiac catheterization labs and designation as a STEMI Receiving Center;
- b) Critical care services, including a minimum of 12 intensive care beds and 12 coronary care beds;
- c) Neuroscience services, including certification as a Primary Stroke Center;
- d) Rehabilitation services, including a minimum of 13 rehabilitation beds;
- e) Obstetrics services, including a minimum of 35 obstetrics beds;
- f) Neonatal intensive care services, including a minimum of 12 neonatal intensive care beds and designation as a Level II Neonatal Intensive Care Unit;
- g) Pediatric services; and
- h) Women's health services, including those provided at the Providence Holy Cross Outpatient Diagnostic Center and the Providence Holy Cross Women's Wellness Center.

Providence Health & Services and Providence Health System-Southern California shall not place all or any portion of the above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.

VI.

For ten years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain and provide sub-acute care services at current licensure and designation with the current types and/or levels of services, including a minimum of 48 skilled nursing (D/P) beds, at Providence Holy Cross Medical Center D/P SNF located at 11600A Indian Hills Road, Mission Hills, CA 91345.

² The term "current" or "currently" throughout this document means as of May 1, 2016.

VII.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain and provide the following healthcare services at Providence Holy Cross Medical Center at current licensure and designation with the current types and/or levels of services as committed to in Exhibit 8.13 of the Health System Combination Agreement attached hereto as Exhibit 1:

- a) Ambulatory surgery services;
- b) Cancer Care services;
- c) Endoscopy services;
- d) Imaging/radiology services;
- e) Interventional radiology services;
- f) Laboratory services;
- g) Orthopedics services;
- h) Palliative care services;
- i) Pulmonary services;
- j) Telemetry services; and
- k) Vascular services.

Within the first year after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall begin implementation of the Providence Health & Services' Clinical Institutes' program across the system in order to deliver better patient outcomes across the most common conditions causing hospitalization. Such implementation shall include the areas of cancer care and musculoskeletal disease. Within two years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health implementation of the Providence Health & Services' Clinical Institutes' program shall also include the areas of neurosciences, cardiovascular, and digestive health.

VIII.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall:

- a) Be certified to participate in the Medi-Cal program at Providence Holy Cross Medical Center;
- b) Maintain and have Medi-Cal Managed Care contracts with the below listed Medi-Cal Managed Care Plans to provide the same types and levels of emergency and non-emergency services at Providence Holy Cross Medical Center to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause:
 - i) Local Initiative: LA Care Health Plan or its successor; and

- ii) Commercial Plan: Health Net Community Solutions, Inc. or its successor; and
- c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at Providence Holy Cross Medical Center to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care) as required in these Conditions.

IX.

For six fiscal years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall provide an annual amount of Charity Care (as defined below) at Providence Holy Cross Medical Center equal to or greater than \$11,481,188 (the Minimum Charity Care Amount). For purposes hereof, the term “charity care” shall mean the amount of charity care costs (not charges) incurred by Providence Health & Services and Providence Health System-Southern California in connection with the operation and provision of services at Providence Holy Cross Medical Center. The definition and methodology for calculating “charity care” and the methodology for calculating “costs” shall be the same as that used by Office of Statewide Health Planning Development (OSHPD) for annual hospital reporting purposes.³ Providence Health & Services and Providence Health System-Southern California shall use and maintain a charity care policy that is no less favorable than its current charity care policy at Providence Holy Cross Medical Center and in compliance with California and Federal law.

Providence Health & Services’ and Providence Health System-Southern California’s obligation under this Condition shall be prorated on a daily basis if the closing date of the Health System Combination Agreement is a date other than the first day of Providence Health & Services and Providence Health System-Southern California’s fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100” (as published by the U.S. Bureau of Labor Statistics).

After the closing date of the Health System Combination Agreement, if the actual amount of charity care provided at Providence Holy Cross Medical Center for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, Providence Health & Services and Providence Health System-Southern California shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide direct health care services to residents in Providence Holy Cross Medical Center’s service area (29 ZIP codes), as defined on page 89 of the Health Care Impact

³ OSHPD defines charity care by contrasting charity care and bad debt. According to OSHPD, “the determination of what is classified as . . . charity care can be made by establishing whether or not the patient has the ability to pay. The patient’s accounts receivable must be written off as bad debt if the patient has the ability but is unwilling to pay off the account.”

Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

The 2010 Federal Patient Protection and Affordable Care Act may cause a reduction in future needs of charity care. Any actual reduction will be considered "unforeseen" for purposes of Title 11, California Code of Regulations, section 999.5, subdivision (h).

X.

For six fiscal years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall provide an annual amount of Community Benefit Services at Providence Holy Cross Medical Center equal to or greater than \$3,418,134 (the "Minimum Community Benefit Services Amount") exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered:

- a) Access to Care Program;
- b) Faith Community Health Partnership;
- c) Latino Health Promoter Program;
- d) Maternal Child Outreach and Education; and
- e) Mental Health Outreach.

Providence Health & Services' and Providence Health System-Southern California's obligation under this Condition shall be prorated on a daily basis if the effective date of the Health System Combination Agreement is a date other than the first day of Providence Health System-Southern California's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100" (as published by the U.S. Bureau of Labor Statistics).

If the actual amount of community benefit services provided at Providence Holy Cross Medical Center for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, Providence Health & Services and Providence Health System-Southern California shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide community benefit services for residents in Providence Holy Cross Medical Center's service area (29 ZIP codes), as defined on page 89 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

XI.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain their contracts, including any superseding, successor, or replacement contracts, and any amendments and exhibits thereto with the County of Los Angeles and/or its subdivisions, departments, or agencies for services at Providence Holy Cross Medical Center including the following⁴:

- a) Trauma Center Service Agreement By and Between the County of Los Angeles and Providence System So. CA, dba Providence Holy Cross Medical Center, No. H-703476, dated July 1, 2008;
- b) Los Angeles County Approved Stroke Center (ASC) Confirmation Agreement, dated June 10, 2010;
- c) Los Angeles County, Department of Health Services, Emergency Medical Services Agency SRC Confirmation Agreement re: Approved ST-Elevation Myocardial Infarction Receiving Center, dated September 1, 2013;
- d) Agreement By and Between the County of Los Angeles and Providence Holy Cross Medical Center for Paramedic Base Hospital Services Agreement, No. H-705662, dated January 1, 2013;
- e) Agreement By and Between the County of Los Angeles and Providence Holy Cross Medical Center for Participation in the Hospital Preparedness Program, No. H-705684, dated January 1, 2013.

XII.

Providence St. Joseph Health, Providence Health & Services, and Providence Health System-Southern California shall commit the necessary investments required to meet and maintain OSHPD seismic compliance requirements at Providence Holy Cross Medical Center through 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Saf. Code, § 129675-130070).

XIII.

Providence St. Joseph Health, Providence Health & Services, and Providence Health System-Southern California shall complete any capital projects as committed to in the Health System Combination Agreement and the Supplemental Agreement.

Within the first three years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall implement a mental health initiative, with an initial expenditure of \$30 million, in the California communities served by their local ministries (\$10 million per year for each of the first 3 years after the closing date). These funds will be expended solely in California and will be used to identify and address the treatment and causes of mental illness including, but not limited to,

⁴ The dates referenced in this Condition are either the date the agreement was entered into, the date the agreement was executed, in the title of the agreement, or the original or current effective date of the agreement.

mental health counseling, disorders affecting children, depressive disorders, psychotic disorders, treatment for addictive behavior, homelessness and other root causes and effects of mental illness.

XIV.

Providence Health & Services and Providence Health System-Southern California shall maintain privileges for current medical staff at Providence Holy Cross Medical Center who are in good standing as of the closing date of the Health System Combination Agreement. Further, the closing of the Health System Combination Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure at Providence Holy Cross Medical Center.

For eleven fiscal years after the closing date of the Health System Combination Agreement, all of the entities listed in Condition I shall continue to maintain multi-disciplinary local ministry ethics teams at each hospital and the teams shall consist of physicians, nurses, social workers, chaplains, and ethicists. The application of the Ethical and Religious Directives shall continue to be conducted on a case-by-case basis taking into account the clinical and ethical factors presented in each case by the multi-disciplinary local ministry ethics teams.

XV.

There shall be no discrimination against any lesbian, gay, bisexual, or transgender individuals at Providence Holy Cross Medical Center. This prohibition must be explicitly set forth in Providence Health System-Southern California's written policies, adhered to, and strictly enforced.

XVI.

For eleven fiscal years from the closing date of the Health System Combination Agreement Providence Health & Services and Providence Health System-Southern California shall submit to the Attorney General, no later than four months after the conclusion of each fiscal year, a report describing in detail compliance with each Condition set forth herein.

Such report shall also describe in detail the specific steps taken by all of the entities listed in Condition I and provide any supporting and objective evidence and documentation that set forth how the below enumerated transaction benefits are being accomplished with respect to all of the entities listed in Condition I:

- a) Optimize clinical services and health benefits;
- b) Expand community benefit programs;
- c) Achieve greater affordability and access for health care services;
- d) Share clinical and administrative best practices across regions and communities;
- e) Promote outstanding clinical care and greatly improve the patient experience;

- f) Develop the necessary infrastructure for a population health management effort that truly advances healthier communities;
- g) Advance innovations in health care that will benefit future generations;
- h) Create broader opportunities for advocacy in connection with social justice, with particular emphasis on the poor and vulnerable;
- i) Make possible closer integration and/or adoption of specific programs to address the needs of the poor and vulnerable;
- j) Enhance the delivery of health care through a nonprofit, charitable model;
- k) Improve patient access, patient safety, the quality, continuity and coordination of care and improved patient satisfaction with the care and service provided, utilizing a holistic approach focused on the body, mind and spirit;
- l) Develop a stronger infrastructure, including clinical and administrative expertise, for serving specific populations, such as Medi-Cal and the uninsured, in order to promote the health of recipients and use resources more effectively;
- m) Provide a greater ability to combine and coordinate the response to community needs across increased scale and a broader geography;
- n) Spread and adopt the triple aim in the areas of clinical expertise, growth, diversification, innovation and shared services;
- o) Obtain specific financial benefits through access to capital through the creation of a single obligated group that will allow both health systems to become jointly and severally liable for all combined organization tax-exempt debt, allocate risk and optimize borrowing strategy for all of the entities listed in Condition I;
- p) Strengthen and enhance the work environment for all of the entities listed in Condition I;
- q) Support the ability of all of the entities listed in Condition I to attract and retain the talent and expertise required to best serve community needs, including but not limited to, clinical talent to those particular communities where it has previously been challenging to do so;
- r) Maintain and enhance medical group management infrastructure to benefit clinical practice, including sharing of clinical and administrative best practices;
- s) Pursue innovations in virtual healthcare and wellness;
- t) Provide cost-effective care to the communities served by all of the entities listed in Condition I with a special attention to the poor and vulnerable;
- u) Patient benefits from the anticipated stronger infrastructure;

- v) Patient benefits from the creation of new programs to fully advance the hospital systems' charitable missions;
- w) Community benefits from the anticipated unprecedented service and community benefit guarantees; and
- x) Community, particularly the poor and vulnerable, benefits from the strengthened healthcare systems.

Such report shall also include a copy of the following documents with respect to all of the entities listed in Condition I:

- a) Copies, if any, of new contractual arrangements with any of their affiliated or joint-venture providers, hospitals, surgery, ambulatory or medical centers, facilities, practice or physician groups, and other entities providing medical services for or on behalf of the entities listed in Condition I under these new contracts;
- b) Any new notices to insurers, insureds, other health care providers or competitors, or government regulators regarding the addition of any newly-affiliated medical provider to the entities listed in Condition I; and
- c) All new studies, analyses, and evaluations of or documents referring to the identity of any patient service areas, and geographic and product markets of each of the providers, independent physician associations, groups, centers, facilities, hospitals, centers, and affiliates owned or operated by the entities listed in Condition I providing medical services under any of the entities listed in Condition I's contracts.

The Chairman(s) of the Board of Directors of both Providence Health & Services and Providence Health System-Southern California and the Chief Executive Officers of Providence Health & Services, Providence Health System-Southern California, and Providence Holy Cross Medical Center shall each certify that the report is true, accurate, and complete and provide documentation of the review and approval of the report by both Board's of Directors.

XVII.

At the request of the Attorney General, all of the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XVIII.

Once the Health System Combination Agreement is closed, all of the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

Exhibit 8.13

Service Commitments

The Service Commitments of the Parties, as referenced in Section 8.13 of the Health System Combination Agreement, are set forth in Paragraphs 1.0 through 9.0 below.

1.0 List of California General Acute Care Hospitals. For the purposes of this Exhibit 8.13, each general acute care hospital sponsored by either SJHS or PH&S, and located in the State of California, is set forth in the chart immediately below.

Providence Health & Services and St. Joseph Health
Combined System Hospital Overview
Fiscal Year 2015

Hospitals
St. Mary Medical Center
Redwood Memorial Hospital
St. Joseph Hospital, Eureka
Providence Holy Cross Medical Center
Providence Saint Joseph Medical Center
Providence Tarzana Medical Center
Providence Little Company of Mary Medical Center San Pedro
Providence Little Company of Mary Medical Center Torrance
Saint John's Health Center
Queen of the Valley Medical Center
Hoag Hospital - Newport Beach
Hoag Hospital - Irvine
Mission Hospital - Laguna Beach
Mission Hospital - Mission Viejo
St. Joseph Hospital of Orange
St. Jude Medical Center
Santa Rosa Memorial Hospital
Petaluma Valley Hospital

Source: Providence Health & Services and St. Joseph Health

For the purposes of this Exhibit 8.13, each of the foregoing acute care hospitals – with the exception of Providence Saint John's Health Center, Hoag Hospital-Newport Beach, Hoag Hospital-Irvine, and Petaluma Valley Hospital (which are discussed in Paragraphs 8.0 and 9.0 below, respectively) – is referred to herein as a "Hospital."

2.0 Licensed Acute Care Hospital Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall cause each Hospital to continue to be operated and maintained as a licensed general acute care hospital, as defined in California Health and Safety Code § 1250.

3.0 Specialty Service Commitments. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall operate and maintain certain specified services at each of the Hospitals, as set forth in Sections 3.0(a) and 3.0(b) below.

(a) **Emergency Department Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to maintain and provide twenty-four emergency medical services as currently licensed, with the same number of emergency beds/stations and with the same types of levels of service as provided as of the Closing.¹

(b) **Service Line Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to provide the health care services listed for each corresponding Hospital as specified in the tables below:

SJHS Sponsored Hospitals

St. Jude Medical Center Programs and Services	Mission Hospital Programs and Services
Anesthesia Services Cancer Care Cardiac Center Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Interventional Radiology Laboratory Services Neurosciences Obstetrics Orthopedics/NICU Palliative Care Pathology Services Rehabilitation Services Senior Services Speech Therapy Surgical Services Wellness & Fitness Women's Services Wound Care	Behavioral Health ■ Inpatient Services ■ Outpatient Services Cancer Care Cardiac Services Diabetes Care Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Intensive Care Unit (ICU) Laboratory Services Neurosciences Obstetrics/NICU Orthopedics Pediatric Services Respiratory Care Rehabilitation Services Surgical Services Trauma Care Vascular Services Women's Services

¹ This commitment is subject to reasonable and/or necessary temporary reductions in the number of emergency beds / stations in the event of construction intended to expand emergency department capacity.

**St. Mary Medical Center
Programs and Services**

Cardiac Center
Diabetes Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics/NICU
Rehabilitation Services
Surgical Services
Women's Services
Wound Care

**Queen of the Valley Medical Center
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Wellness Center
Women's Services
Wound Care

**Santa Rosa Memorial Hospital
Programs and Services**

Bariatric Surgery
Behavioral Health
■ Outpatient Services
■ Partial Hospital Program
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Trauma Care
Vascular Services
Women's Services

**Saint Joseph Hospital - Orange
Programs and Services**

Anesthesia Services
Bariatric Surgery
Behavioral Health
■ Inpatient Services
■ Outpatient Services
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Kidney Dialysis Center
Laboratory Services
Neurosciences
Obstetrics
Ophthalmology
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Urology
Women's Services
Wound Care

**Petaluma Valley Hospital
Programs and Services**

Cancer Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Vascular Services
Women's Services

**St. Joseph Hospital - Eureka
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

**Redwood Memorial Hospital
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

PH&S Sponsored Hospitals

Providence Holy Cross Medical Center Programs and Services

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour) Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Palliative Care
Pulmonary Services
Rehabilitation Services
Sub-Acute
Telemetry
Trauma Program
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Little Company of Mary Medical Center San Pedro Programs and Services

Acute Psychiatric Services
Cancer Care
Center for Optimal Aging
(Senior Services)
Chemical Dependency
Community Outreach
Diabetes Care
Emergency Services (24-hour)
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Palliative Care
Pathology Services
Psychiatric Services
Rehabilitation Services
Respiratory Care
Spiritual Care Services
Surgery Specialties
Sub-Acute Care
Women Health Services
■ Obstetrics
Wound Care

**Providence Little Company of Mary Medical Center Torrance
Programs and Services**

Blood Donor Center
Cancer Care
Cardiac & Vascular Services
Community Outreach
Emergency Services (24-hour)
Diabetes Care
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Orthopedics
Palliative Care
Pathology Services
Pediatric Services
Respiratory Care
Spiritual Care Services
Surgical Services
Rehabilitation Services
Urology
Volunteer Services
Women's Health Services
■ Obstetrics
■ NICU
Wound Care

**Providence Saint Joseph Medical Center
Programs and Services**

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pulmonary Services
Rehabilitation Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

**Providence Tarzana Medical Center
Programs and Services**

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pediatric Services / Pediatric Intensive Care
Pulmonary Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services

■ Obstetrics
■ NICU

(A) Continue to be certified to participate in the Medicare program and have a Medicare provider number to provide the same types and levels of emergency and non-emergency services as provided as of the Closing.

5.0 City/County Contract Commitment: For a period of five (5) years from the Closing, each Hospital shall maintain each contract it has entered into with any City or County as specified on Attachment A (City/County Contract Commitments) attached hereto, unless any such contract is terminated for cause or expires in accordance with its current terms.

(continued on next page)

6.0 Charity Care Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of charity care (the "Minimum Charity Care Amount") that is no less than the amount set forth in the "2014-2015 Average" column for the corresponding Hospital in the chart below:

**Providence Health & Services and St. Joseph Health
Cost of Charity Care Summary
Fiscal Years 2014 to 2015**

Hospital	Cost of Charity to Hospital		
	2014	2015 ⁽¹⁾	2014 - 2015 Average
St. Mary Medical Center	\$7,912,528	\$4,121,065	\$6,016,797
Redwood Memorial Hospital	\$731,156	\$577,891	\$654,523
St. Joseph Hospital, Eureka	\$1,790,044	\$1,653,541	\$1,721,792
Providence Holy Cross Medical Center	\$5,634,497	\$4,762,251	\$5,198,374
Providence Saint Joseph Medical Center	\$7,319,026	\$3,056,824	\$5,187,925
Providence Tarzana Medical Center	\$2,522,462	\$1,347,479	\$1,934,970
Providence Little Company of Mary Medical Center San Pedro	\$2,523,959	\$1,189,510	\$1,856,734
Providence Little Company of Mary Medical Center Torrance	\$8,767,281	\$3,868,858	\$6,318,069
Saint John's Health Center	Subject to AG Conditional Consent January 14, 2014		
Queen of the Valley Medical Center	\$2,041,891	\$1,728,615	\$1,885,253
Hoag Hospital - Newport Beach and Irvine	Subject to AG Conditional Consent February 8, 2013		
Mission Hospital - Mission Viejo and Laguna Beach ⁽²⁾	\$7,229,156	\$4,803,937	\$6,016,546
St. Joseph Hospital of Orange	\$9,904,721	\$7,573,418	\$8,739,069
St. Jude Medical Center	\$7,737,027	\$5,705,177	\$6,721,102
Petaluma Valley Hospital	\$1,132,221	\$838,880	\$985,550
Santa Rosa Memorial Hospital	\$5,519,696	\$5,230,452	\$5,375,074
Total	\$70,765,664	\$46,457,897	\$58,611,780

Source: OSHPD Financial Disclosure Reports (2014 figures), St. Joseph Health (2015 figures)

Note: Hoag Hospital and Saint John's Health Center charity care numbers are currently the subject of Attorney General conditions from prior transactions.

(1) FY 2014 cost-to-charge ratio applied to 2015 charity charges to calculate cost of charity to hospital. Providence 2015 data is a year-to-date annualized estimate.

(2) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index - All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics). Each Hospital shall have charity care and collection policies that comply with Federal and California law.

7.0 Community Benefit Program Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of Community Benefit Services (the “Minimum Community Benefit Services Amount”) that is no less than the amount set forth in the “Hospital Commitment” column for the corresponding Hospital in the chart below:

Providence Health and Services and St. Joseph Health System
Community Benefit Expenditures by Ministry⁽¹⁾
Calendar Years 2011 to 2014

Hospital	2011	2012	2013	2014	Hospital Commitment ⁽²⁾
Providence Holy Cross Medical Center	\$1,044,252	\$933,328	\$1,050,720	\$972,003	\$1,000,076
Providence Little Company of Mary San Pedro	\$1,836,161	\$1,706,993	\$1,629,022	\$1,503,131	\$1,668,827
Providence Little Company of Mary Torrance	\$4,232,362	\$2,254,286	\$2,057,692	\$1,896,081	\$2,610,105
Providence Saint John's Health Center	Subject to AG Commitment January 14, 2014				\$3,374,251
Providence Saint Joseph Medical Center	\$1,172,156	\$929,028	\$1,058,582	\$1,155,121	\$1,078,722
Providence Tarzana Medical Center	\$612,236	\$496,883	\$476,211	\$801,568	\$596,725
Hoag Hospital - Newport Beach and Irvine	Subject to AG Commitment February 8, 2013				\$9,500,000
Mission Hospital - Mission Viejo and Laguna Beach ⁽³⁾	\$5,654,285	\$4,775,844	\$4,404,037	\$4,916,303	\$4,937,617
Petaluma Valley Hospital	\$10,000	\$92,749	\$113,748	\$176,846	\$98,336
Queen of the Valley Medical Center	\$3,215,957	\$2,888,321	\$3,298,694	\$3,465,017	\$3,216,997
Redwood Memorial Hospital	\$980,213	\$715,227	\$793,338	\$417,839	\$726,654
Santa Rosa Memorial Hospital	\$1,844,388	\$2,135,826	\$2,668,956	\$2,982,791	\$2,407,990
St. Joseph Hospital (Eureka)	\$2,357,925	\$2,501,973	\$2,073,069	\$2,061,441	\$2,248,602
St. Joseph Hospital (Orange)	\$9,984,136	\$9,825,416	\$6,865,777	\$5,554,176	\$8,057,376
St. Jude Medical Center	\$8,219,100	\$8,392,969	\$7,476,451	\$5,396,610	\$7,371,283
St. Mary Medical Center	\$3,533,168	\$3,051,705	\$2,556,292	\$4,185,791	\$3,331,739
Total Community Benefit Expenditures	\$44,696,339	\$40,700,548	\$36,522,569	\$35,484,719	\$39,351,049

Source: Providence Health and Services, St. Joseph Health System

(1) The community benefit expenditures set forth in this table reflect expenditures on the types of programs that have historically been treated by the Attorney General as community benefit programs under Title 11, Code of Regulations section 999.5(d)(5)(D). The table does not include expenditures for all SB 697 reported categories. Examples of facility expenditures or costs not included in this table are (i) the unreimbursed cost of Medicare, Medi-Cal and low-margin services, (ii) unreimbursed physician fees and/or subsidies for ED, trauma and other coverage services, (iii) services funded by third parties (e.g., grants), (iv) community benefit operation or administration costs, (v) facility use, and (vi) research.

(2) The Hospital Commitment column reflects each hospital's four year average annual commitment based on the annual community benefit expenditures during the calendar years 2011 through 2014. St. John's Medical Center and Hoag Hospital community benefit commitments are addressed in Section 9.0 of this Exhibit 8.13.

(3) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics).

In addition, SJHS and PH&S, individually or jointly or through NewCo, shall provide support to each of the community benefit programs set forth in the charts immediately below (the

(continued on next page)

“On-Going Community Benefit Programs”) for a period of five (5) years after the Closing either at the current location, at alternate locations, or through affiliation with similar organizations.

St. Joseph Health
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Redwood Memorial Hospital	Community Resource Centers
St. Joseph Hospital, Eureka	Paso a Paso Program/Healthy Kids Humboldt
Santa Rosa Memorial Hospital	House Calls
Petaluma Valley Hospital	Mobile Health Clinic Promotores de Salud (Health Promoters) Healthy For Life Circle of Sisters (COS) St. Joseph Dental Clinic and Mobile Dental Clinic The Agents of Change Training in the Neighborhoods (ACTION)
Queen of the Valley Medical Center	Community Based Care Coordination and Case Management “CARE Network” Children’s Mobile Dental Clinic Obesity Prevention: “Healthy for Life” Perinatal Education and Support
St. Mary Medical Center	Community Clinic programs Health Career Programs San Bernardino County Public Health Initiatives
St. Jude Medical Center	St. Jude Neighborhood Health Center North Orange County Move More Eat Healthy Initiative Community Care Navigation Senior transportation and services to low income elderly
St. Joseph Hospital Orange	La Amistad de San Jose Family Health Center Puente a la Salud Mobile Community Clinics Imaging and laboratory Services Pharmacy Meds Program
Mission Hospital - Laguna Beach	Family Resource Centers
Mission Hospital - Mission Viejo	Community Mental Health Initiatives/Depression Initiatives Behavioral Health Camino Health Center (FQHC) Increasing Access to Health Care

Source: St. Joseph Health

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

Providence Health & Services
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Little Company of Mary - San Pedro	Creating Opportunities for Physical Activity (COPA)
Little Company of Mary - Torrance	CHIP-Access to Low Cost/Free Primary Care Vasek Polak Medical Home for the Most Vulnerable Get Out and Live (GOAL) Partners for Healthy Kids ("PFHK") Welcome Baby ⁽¹⁾
Saint John's Medical Center	Venice Family Clinic Ocean Park Community Center Westside Family Health Center Cleft Palate Clinic
Providence Holy Cross Medical Center	Access to Care Program
Providence Saint Joseph Medical Center	Faith Community Health Partnership/Latino Health Promoter
Providence Tarzana Medical Center	Senior Outreach Tattoo Removal School Nurse Services

Source: Providence Health & Services

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

8.0 Petaluma Valley Hospital. SJHS operates Petaluma Valley Hospital pursuant to a management contract that expires in January 2017. The commitments set forth in Sections 2.0 through 7.0 above shall apply to Petaluma Valley Hospital during the remaining term of the current management contract.

9.0 Providence Saint John's Health Center and Hoag Commitments. SJHS and PH&S, individually or jointly or through NewCo, shall insure full compliance with any and all Conditions of Consent previously issued by the California Attorney General, and the terms of any agreements with the California Attorney General, with respect to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian transactions, including (without limitation) (i) the Conditions of Consent set forth in the California Attorney General's January 14, 2014 and February 8, 2013 letters concerning those facilities and (ii) the March 8, 2014 Agreement between the California Attorney General and Hoag Memorial Hospital Presbyterian. Notwithstanding the foregoing, SJHS and PH&S each reserve the right (and the rights of NewCo), in accordance with Title 11, California Code of Regulations, Section 999.5(h), to seek the amendment of any such Conditions of Consent, or the terms of any other agreements with the California Attorney General, applicable to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian facilities.

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
RMH	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	4/1/06
RMH	North Coast Emergency Medical Services	EDAP Level I Designation	7/1/10
RMH	City of Blue Lake	MOU re: Blue Lake Family Resource Center	1/1/15
RMH	County of Humboldt-DHHS	Grant Agreement for Blue Lake CRC - CalWORKS and CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Rio Dell CRC - CalWORKs & CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Willow Creek CRC - CalWORKs & CalFresh	7/15/15
SJE	County of Humboldt Mental Health	Behavioral Health	1/1/15
SJE	County of Humboldt	Agreement Concerning Use of Short Wave Radio Equipment	1/3/95
SJE	Humboldt County	MOU for Death Review Panel	2/1/01
SJE	Humboldt County Children's Health Initiative	Charter	1/1/06
SJE	Humboldt County	MOU for Healthy Kids Humboldt Support	2/14/12
SJE	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	7/21/12
SJE	County of Humboldt-DHHS	CalFresh Grant Agreement	11/1/14
SJE	County of Humboldt-DHHS-Mental Health Branch	Service Agreement for Hospital Services	1/1/15
SJE	County of Humboldt-DHHS	MOU for 340B Program	1/1/15
SJE and RMH	Humboldt County Office of Education	Work Exploration Agreement for High School Students	2/3/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
QVMC	County of Napa	Business Associate Agreement #6165	7/1/03
QVMC	Napa County Child Welfare Services	MOU for Suspected Child Abuse	1/1/11
QVMC	County of Napa	Synergy Agreement #7167	1/6/09
QVMC	County of Napa w/Comm Hlth Clinic Ole, Kaiser,	MOU- Medical Emergency Coop Agmt for Healthcare Organizations	12/18/07
QVMC	Napa County Health & Human Services, Public	MOU for Napa Fussy Baby Collaborative	3/4/13
QVMC	County of Napa	PSA for Services re: Calif AIDS Master Grant Agmt for HIV Care #3236	7/1/13
QVMC	County of Napa	Designation as a Level III Trauma Center #7657	7/1/13
QVMC	County of Napa	Hospital Preparedness Program (HPP) Coalition Participation Agreement	8/14/13
QVMC	County of Napa	Grant Agreement #8157 Tobacco Settlement	7/1/14
QVMC	First 5 Napa County Children and Family Comm.	Grant Agreement #510-15 for Dental Van	7/1/14
QVMC	County of Napa	PSA for Medi-Cal Administrative Activities #8146	7/1/14
QVMC	Napa County Alcohol and Drug Services Division	MOU for Drug and Alcohol Counseling	3/5/15
SRMH	County of Sonoma	Provision of Services/Medication Management Grant	7/1/15
Hoag	Children's And Families Commission of OC	Agreement for early Childhood Development Svcs	2/5/14
Hoag	County of Orange	Agreement for the provision of certain HIV Services	3/1/15
Hoag	County of Orange	Indigent and Trauma Care	7/1/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
MH	County of Orange	Indigent and Trauma Care	7/1/14
MH	County of Orange	Medi-Cal Admin Svcs	7/1/15
MH	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Caregiver Resource Center	7/1/14
SJMC	County of Orange	Indigent and Trauma Care	7/1/14
SJMC	County of Orange	Designated ER Services	7/1/13
SJMC	Childrens and Families Commission	Early Childhood Development	2/5/14
SJMC	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Paternity Opportunity Program	9/9/14
SJO	County of Orange	Indigent and Trauma Care	7/1/14
SJO	County of Orange	Designated ER Services	7/1/13
SJO	County of Orange	MSN - Medical Safety Net	7/1/15
PVH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency Organizations to coordinate services in disaster situations	10/1/06
PVH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
PVH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
SRM and PVH	County of Sonoma	Mental Health Services Agreement No. 2015-0023-A00	4/15/15
SRMH	Sonoma County Indian Health Project (SCIHP)	Medi-Cal	8/1/14
SRMH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency to coordinate services in disaster situations	5/15/06
SRMH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
SRMH	County of Sonoma	Level II Trauma Center Designation	5/1/10
SRMH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
SRMH	County of Sonoma	EMS Base Hospital Agreement	7/1/15
SRMH	County of Sonoma	STEMI Receiving Center Agreement	7/1/15

Key:

RMH = Redwood Memorial Hospital

SJE = St. Joseph Hospital, Eureka

QVMC = Queen of the Valley Medical Center

SRMH = Santa Rosa Memorial Hospital

Hoag = Hoag Hospital – Newport Beach / Irvine

MH = Mission Hospital – Mission Viejo / Laguna Beach

SJMC = St. Jude Medical Center

SJO = St. Joseph Hospital of Orange

PVH = Petaluma Valley Hospital

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
San Pedro			
PHS-So. Cal dba Providence Little Co. of Mary Med. Ctr San Pedro	County of Los Angeles	Psychiatric Inpatient Hospital Services to Medi-Cal Beneficiaries eligible for such services under the Medi-Cal Fee-For-Service program	7/1/15
Providence Little Co. of Mary Ctr (San Pedro)	Los Angeles County Dept of Health Services Emergency Medical Services Agency	SART Center Confirmation Agreement	4/20/15
Torrance			
Little Company of Mary Hospital (Torrance)	County of Los Angeles	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	6/30/08
Little Company of Mary Medical Center (Torrance)	County of Los Angeles	Memorandum of Understanding re Child Support Services	9/24/14-10/31/18
Providence Little Company of Mary-Torrance	County of Los Angeles	Agreement for Participation in Hospital Preparedness Program	1/1/13-6/30/18
Providence Little Company of Mary Medical Center San Pedro	Los Angeles County Children and Families First Proposition 10 Commission (AKA First 5 LA)	Grant Agreement	1/1/15-6/30/16
Providence Little Company of Mary Torrance	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
St. John's			
Sisters of Charity of Leavenworth Health System, Inc. re Saint John's Hospital and Health Center	City of Santa Monica	Development Agreement and Amendment Re Construction for Improvements	10/4/11
Providence Saint John's Health Center	County of Los Angeles	Department of Mental Health (mental health services)	7/1/15
Providence Saint John's Child and Family Development Center	City of Santa Monica Mental Health Services	Will Rogers Learning Development Center/ Child Youth Development Project	7/1/15-6/30/16
Providence Saint John's Health Center	City of Santa Monica	Human Services Grants Program Short Term Grant Agreement	7/1/15-9/30/15

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Providence Saint John's Health Center	County of Los Angeles	Los Angeles County Children and Families First Proposition 10 Commission (A KA First LA) Grant Agreement re Partnerships for Family Initiative	1/1/15-6/30/16
Holy Cross			
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re Stroke Center	6/10/10-5/9/12
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re ST-Elevation Myocardial Infarction Receiving Center	9/1/13-8/31/16
Providence Holy Cross Medical Center	Los Angeles County	Paramedic Base Hospital Services Agreement	1/1/13-6/30/17
Providence Health System So. CA. dba Providence Holy Cross Medical Center	Los Angeles County	Trauma Center Service Agreement, as amended	7/1/08-12/31/15
St. Joseph's			
Providence Saint Joseph Medical Center	County of Los Angeles	Hospital Preparedness Program Agreement, as amended.	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement	10/19/09-3/22/10
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	EDAP Confirmation Agreement	12/5/11-12/4/14
Providence Health System-Southern California DBA Providence Saint Joseph Medical Center	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	SRC Confirmation Agreement	6/1/13-3/31/16

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Tarzana			
Encino Tarzana Regional Medical Center-Tarzana	County of Los Angeles – Department of Health Services Emergency Medical Services Agency	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	7/1/06-6/30/07
Providence Health and Services DBA Providence Tarzan Medical Center	County of Los Angeles	Expanded Agreement re Hospital Bioterrorism Preparedness	1/1/01-12/31/-12
Providence Tarzana Medical Center	County of Los Angeles, Child Support Services Department	Intra-County Plan of Cooperation re guidelines for an effective social security program	10/1/09
Providence Tarzana Medical center	Los Angeles County Department of Health Services Emergency Medical Services Agency	Stroke Center Confirmation Agreement re Caring for Stroke Population of LA County	4/1/10-5/31/12
Providence Tarzana Medical Center	Los Angeles County Emergency Department	Approved for Pediatrics (EDAP) Confirmation Agreement	12/5/11-12/5/14
Providence Tarzana Medical Center	Los Angeles County Department of Health Services- Emergency Medical Services Agency	SRC Confirmation Agreement re Approved ST-Elevation Myocardial Infarction Receiving Center (SRC)	4/1/10/3/31/12
Providence Tarzana Medical Center	County of Los Angeles Department of Public Health, Acute Communicable Disease Control Program	Confidential Data Use Agreement	7/22/09

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ANALYSIS OF PROVIDENCE HOLY CROSS MEDICAL CENTER'S SERVICE AREA

Service Area Definition

Based upon Holy Cross Medical Center's 2014 inpatient discharges, Holy Cross Medical Center's service area is comprised of 29 ZIP Codes from which 82% of its inpatient discharges originated. Approximately 52% of Holy Cross Medical Center's discharges originated from the top 5 ZIP Codes that are located in Sylmar, Pacoima, Granada Hills, San Fernando, and North Hills. In 2014, Holy Cross Medical Center's market share in the service area was approximately 16% based on total area discharges.

SERVICE AREA PATIENT ORIGIN MARKET SHARE BY ZIP CODE: 2014						
ZIP Codes	Community	Total Discharges	% of Discharges	Cumulative % of Discharges	Total Area Discharges	Market Share
91342	Sylmar	2,857	16.7%	16.7%	9,017	31.7%
91331	Pacoima	2,479	14.5%	31.2%	8,828	28.1%
91344	Granada Hills	1,571	9.2%	40.4%	4,756	33.0%
91340	San Fernando	1,225	7.2%	47.6%	2,937	41.7%
91343	North Hills	780	4.6%	52.2%	5,297	14.7%
91345	Mission Hills	714	4.2%	56.4%	1,809	39.5%
91402	Panorama City	616	3.6%	60.0%	6,828	9.0%
91326	Porter Ranch	430	2.5%	62.5%	2,678	16.1%
91352	Sun Valley	415	2.4%	64.9%	4,586	9.0%
91321	Newhall	333	1.9%	66.9%	3,236	10.3%
91387	Canyon Country	323	1.9%	68.7%	3,475	9.3%
91311	Chatsworth	301	1.8%	70.5%	3,647	8.3%
91351	Canyon Country	297	1.7%	72.2%	2,910	10.2%
91325	Northridge	269	1.6%	73.8%	3,104	8.7%
91605	North Hollywood	253	1.5%	75.3%	5,448	4.6%
91406	Van Nuys	240	1.4%	76.7%	4,863	4.9%
91350	Santa Clarita	231	1.4%	78.1%	2,930	7.9%
91355	Valencia	179	1.0%	79.1%	2,774	6.5%
91324	Northridge	164	1.0%	80.1%	2,596	6.3%
91354	Valencia	134	0.8%	80.9%	1,943	6.9%
91040	Sunland	84	0.5%	81.3%	2,209	3.8%
91381	Stevenson Ranch	71	0.4%	81.8%	1,173	6.1%
91346	Mission Hills	23	0.1%	81.9%	68	33.8%
91392	Sylmar	14	0.1%	82.0%	54	25.9%
91385	Valencia	7	0.0%	82.0%	26	26.9%
91333	Pacoima	5	0.0%	82.0%	15	33.3%
91327	Northridge	4	0.0%	82.1%	34	11.8%
91409	Van Nuys	4	0.0%	82.1%	48	8.3%
91395	Mission Hills	3	0.0%	82.1%	10	30.0%
Subtotal		14,026	82.1%	82.1%	87,299	16.1%
Other ZIPs		3,056	17.9%	100%		
Total		17,082	100%			

Note: Excludes normal newborns

Source: OSHPD Patient Discharge Database

Exhibit 2

Conditions to Change in Control and Governance of Providence Tarzana Medical Center¹ and Approval Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services and the Supplemental Agreement by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian

I.

These Conditions shall be legally binding on the following entities: Providence St. Joseph Health, a Washington nonprofit corporation, Providence Health & Services, a Washington nonprofit corporation, St. Joseph Health System, a California nonprofit public benefit corporation, St. Joseph Health Ministry, a California nonprofit public benefit corporation, Covenant Health Network, Inc., a California nonprofit public benefit corporation, St. Mary Medical Center, a California nonprofit public benefit corporation, Redwood Memorial Hospital of Fortuna, California nonprofit public benefit corporation, St. Joseph Hospital of Eureka, a California nonprofit public benefit corporation, Queen of the Valley Medical Center, a California nonprofit public benefit corporation, Hoag Memorial Hospital Presbyterian, a California nonprofit public benefit corporation, Mission Hospital Regional Medical Center, a California nonprofit public benefit corporation, St. Joseph Hospital of Orange, a California nonprofit public benefit corporation, St. Jude Hospital, a California nonprofit public benefit corporation, Santa Rosa Memorial Hospital, a California nonprofit public benefit corporation, SRM Alliance Hospital Service, a California nonprofit public benefit corporation, Providence Health System – Southern California, a California nonprofit religious corporation, Providence Saint John’s Health Center, a California nonprofit religious corporation, any other subsidiary, parent, general partner, limited partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of any of the above-listed entities, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of Providence Tarzana Medical Center or the real property on which Providence Tarzana Medical Center is located, any and all current and future owners, lessees, licensees, or operators of Providence Tarzana Medical Center, and any and all current and future lessees and owners of the real property on which Providence Tarzana Medical Center is located.

II.

The transaction approved by the Attorney General consists of the Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services, dated November 23, 2015, and the Supplemental Agreement made and entered into by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian, dated September 30, 2015, and any and all amendments, agreements, or documents

¹ Throughout this document, the term “Providence Tarzana Medical Center” shall mean the general acute care hospital located at 18321 Clark Street, Tarzana, CA 91356, and any other clinics, laboratories, units, services, or beds included on the license issued to Providence Health System-Southern California (doing business as Providence Tarzana Medical Center) by the California Department of Public Health, effective November 19, 2015, unless otherwise indicated.

referenced in or attached to as an exhibit or schedule to the Health System Combination Agreement and the Supplemental Agreement.

All of the entities listed in Condition I shall fulfill the terms of these agreements or documents and shall notify the Attorney General in writing of any proposed modification or rescission of any of the terms of these agreements or documents. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5923.

III.

For six fiscal years from the closing date of the Health System Combination Agreement, Providence St. Joseph Health, Providence Health & Services, Providence Health System-Southern California, and all future owners, managers, lessees, licensees, or operators of Providence Tarzana Medical Center shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

- (a) Sell, transfer, lease, exchange, option, convey, manage, or otherwise dispose of Providence Tarzana Medical Center; or
- (b) Transfer control, responsibility, management, or governance of Providence Tarzana Medical Center. The substitution or addition of a new corporate member or members of Providence St. Joseph Health, Providence Health & Services, or Providence Health System-Southern California that transfers the control of, responsibility for, or governance of Providence Tarzana Medical Center shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing bodies of Providence St. Joseph Health, Providence Health & Services, or Providence Health System-Southern California, or any arrangement, written or oral, that would transfer voting control of the members of the governing bodies of Providence St. Joseph Health, Providence Health & Services, or Providence Health System-Southern California shall also be deemed a transfer for purposes of this Condition.

IV.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall operate and maintain Providence Tarzana Medical Center as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250) and shall maintain and provide the following healthcare services at current² licensure and designation with the current types and/or levels of services at Providence Tarzana Medical Center:

- a) 24-hour emergency medical services, including a minimum of a minimum of 15 emergency treatment stations and designation as an Emergency Department Approved for Pediatrics;

² The term “current” or “currently” throughout this document means as of November 19, 2015.

- b) Cardiac services, including 2 cardiac catheterization labs and designation as a STEMI Receiving Center;
- c) Critical care services, including a minimum of 17 intensive care beds and 10 coronary care beds;
- d) Neuroscience services, including certification as a Primary Stroke Center;
- e) Obstetrics services, including a minimum of 29 obstetrics beds;
- f) Neonatal intensive care services, including a minimum of 21 neonatal intensive care beds and designation as a Level III Neonatal Intensive Care Unit;
- g) Pediatric services, including a minimum of 18 pediatric beds; and
- h) Women's health services, including those provided at the Providence Tarzana Women's Center.

Providence Health & Services and Providence Health System-Southern California shall not place all or any portion of the above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.

V.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain and provide the following healthcare services at Providence Tarzana Medical Center at current licensure and designation with the current types and/or levels of services as committed to in Exhibit 8.13 of the Health System Combination Agreement attached hereto as Exhibit 1:

- a) Ambulatory surgery services;
- b) Endoscopy services;
- c) Imaging/radiology services;
- d) Interventional radiology services;
- e) Laboratory services;
- f) Oncology services;
- g) Orthopedics services;
- h) Palliative care services;
- i) Pulmonary services;
- j) Surgical services;
- k) Telemetry services; and
- l) Vascular services.

Within the first year after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall begin implementation of the Providence Health & Services' Clinical Institutes' program across the system in order to deliver better patient outcomes across the most common conditions causing hospitalization. Such implementation shall include the areas of cancer care and musculoskeletal disease. Within two years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health implementation of the Providence Health & Services' Clinical

Institutes' program shall also include the areas of neurosciences, cardiovascular, and digestive health.

VI.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall:

- a) Be certified to participate in the Medi-Cal program at Providence Tarzana Medical Center;
- b) Maintain and have Medi-Cal Managed Care contracts with the below listed Medi-Cal Managed Care Plans to provide the same types and levels of emergency and non-emergency services at Providence Tarzana Medical Center to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause:
 - i) Local Initiative: LA Care Health Plan or its successor; and
 - ii) Commercial Plan: Health Net Community Solutions, Inc. or its successor; and
- c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at Providence Tarzana Medical Center to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care) as required in these Conditions.

VII.

For six fiscal years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall provide an annual amount of Charity Care (as defined below) at Providence Tarzana Medical Center equal to or greater than \$3,236,608 (the Minimum Charity Care Amount). For purposes hereof, the term "charity care" shall mean the amount of charity care costs (not charges) incurred by Providence Health & Services and Providence Health System-Southern California in connection with the operation and provision of services at Providence Tarzana Medical Center. The definition and methodology for calculating "charity care" and the methodology for calculating "costs" shall be the same as that used by Office of Statewide Health Planning Development (OSHPD) for annual hospital reporting purposes.³ Providence Health & Services and Providence Health System-Southern California shall use and maintain a charity care policy that is no less favorable than its current charity care policy at Providence Tarzana Medical Center and in compliance with California and Federal law.

³ OSHPD defines charity care by contrasting charity care and bad debt. According to OSHPD, "the determination of what is classified as . . . charity care can be made by establishing whether or not the patient has the ability to pay. The patient's accounts receivable must be written off as bad debt if the patient has the ability but is unwilling to pay off the account."

Providence Health & Services' and Providence Health System-Southern California's obligation under this Condition shall be prorated on a daily basis if the closing date of the Health System Combination Agreement is a date other than the first day of Providence Health & Services and Providence Health System-Southern California's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100" (as published by the U.S. Bureau of Labor Statistics).

After the closing date of the Health System Combination Agreement, if the actual amount of charity care provided at Providence Tarzana Medical Center for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, Providence Health & Services and Providence Health System-Southern California shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide direct health care services to residents in Providence Tarzana Medical Center's service area (35 ZIP codes), as defined on page 51 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

The 2010 Federal Patient Protection and Affordable Care Act may cause a reduction in future needs of charity care. Any actual reduction will be considered "unforeseen" for purposes of Title 11, California Code of Regulations, section 999.5, subdivision (h).

VIII.

For six fiscal years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall provide an annual amount of Community Benefit Services at Providence Tarzana Medical Center equal to or greater than \$2,185,074 (the "Minimum Community Benefit Services Amount") exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered:

- a) Access to Care Program;
- b) Faith Community Health Partnership;
- c) Latino Health Promoter Program;
- d) Senior Outreach Program;
- e) Tattoo Removal Program; and
- f) School Nurse Outreach Program.

Providence Health & Services' and Providence Health System-Southern California's obligation under this Condition shall be prorated on a daily basis if the effective date of the Health System Combination Agreement is a date other than the first day of Providence Health System-Southern California's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100” (as published by the U.S. Bureau of Labor Statistics).

If the actual amount of community benefit services provided at Providence Tarzana Medical Center for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, Providence Health & Services and Providence Health System-Southern California shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide community benefit services for residents in Providence Tarzana Medical Center’s service area (35 ZIP codes), as defined on page 51 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

IX.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain their contracts, including any superseding, successor, or replacement contracts, and any amendments and exhibits thereto with the County of Los Angeles and/or its subdivisions, departments, or agencies for services at Providence Tarzana Medical Center including the following⁴:

- a) Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds), H-703786, dated July 1, 2006;
- b) Child Support Services for Intra-County Plan of Cooperation, dated October 1, 2009;
- c) Los Angeles County Approved Stroke Center (ASC) Confirmation Agreement, dated April 1, 2010;
- d) Los Angeles County Emergency Department Approved for Pediatrics (EDAP) Confirmation Agreement, dated December 5, 2011;
- e) Los Angeles County, Department of Health Services, Emergency Medical Services Agency SRC Confirmation Agreement re: Approved ST-Elevation Myocardial Infarction Receiving Center, dated April 1, 2010;
- f) Confidential Data Use Agreement, dated July 22, 2009;
- g) Agreement By and Between the County of Los Angeles and Providence Tarzana Medical Center for Participation in the Hospital Preparedness Program, No. H-705683, dated January 1, 2013; and
- h) Funding Agreement By and Between County of Los Angeles and Tarzana Treatment Centers, Inc. for Technological Needs Projects, dated August 5, 2013.

⁴ The dates referenced in this Condition are either the date the agreement was entered into, the date the agreement was executed, in the title of the agreement, or the original or current effective date of the agreement.

X.

Providence St. Joseph Health, Providence Health & Services, and Providence Health System-Southern California shall commit the necessary investments required to meet and maintain OSHPD seismic compliance requirements at Providence Tarzana Medical Center through 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Saf. Code, § 129675-130070).

XI.

Providence St. Joseph Health, Providence Health & Services, and Providence Health System-Southern California shall complete any capital projects as committed to in the Health System Combination Agreement and the Supplemental Agreement.

Within the first three years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall implement a mental health initiative, with an initial expenditure of \$30 million, in the California communities served by their local ministries (\$10 million per year for each of the first 3 years after the closing date). These funds will be expended solely in California and will be used to identify and address the treatment and causes of mental illness including, but not limited to, mental health counseling, disorders affecting children, depressive disorders, psychotic disorders, treatment for addictive behavior, homelessness and other root causes and effects of mental illness.

XII.

Providence Health & Services and Providence Health System-Southern California shall maintain privileges for current medical staff at Providence Tarzana Medical Center who are in good standing as of the closing date of the Health System Combination Agreement. Further, the closing of the Health System Combination Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure at Providence Tarzana Medical Center.

For six fiscal years after the closing date of the Health System Combination Agreement, all of the entities listed in Condition I shall continue to maintain multi-disciplinary local ministry ethics teams at each hospital and the teams shall consist of physicians, nurses, social workers, chaplains, and ethicists. The application of the Ethical and Religious Directives shall continue to be conducted on a case-by-case basis taking into account the clinical and ethical factors presented in each case by the multi-disciplinary local ministry ethics teams.

XIII.

There shall be no discrimination against any lesbian, gay, bisexual, or transgender individuals at Providence Tarzana Medical Center. This prohibition must be explicitly set forth in Providence Health System-Southern California's written policies, adhered to, and strictly enforced.

XIV.

For six fiscal years from the closing date of the Health System Combination Agreement Providence Health & Services and Providence Health System-Southern California shall submit to the Attorney General, no later than four months after the conclusion of each fiscal year, a report describing in detail compliance with each Condition set forth herein.

Such report shall also describe in detail the specific steps taken by all of the entities listed in Condition I and provide any supporting and objective evidence and documentation that set forth how the below enumerated transaction benefits are being accomplished with respect to all of the entities listed in Condition I:

- a) Optimize clinical services and health benefits;
- b) Expand community benefit programs;
- c) Achieve greater affordability and access for health care services;
- d) Share clinical and administrative best practices across regions and communities;
- e) Promote outstanding clinical care and greatly improve the patient experience;
- f) Develop the necessary infrastructure for a population health management effort that truly advances healthier communities;
- g) Advance innovations in health care that will benefit future generations;
- h) Create broader opportunities for advocacy in connection with social justice, with particular emphasis on the poor and vulnerable;
- i) Make possible closer integration and/or adoption of specific programs to address the needs of the poor and vulnerable;
- j) Enhance the delivery of health care through a nonprofit, charitable model;
- k) Improve patient access, patient safety, the quality, continuity and coordination of care and improved patient satisfaction with the care and service provided, utilizing a holistic approach focused on the body, mind and spirit;
- l) Develop a stronger infrastructure, including clinical and administrative expertise, for serving specific populations, such as Medi-Cal and the uninsured, in order to promote the health of recipients and use resources more effectively;
- m) Provide a greater ability to combine and coordinate the response to community needs across increased scale and a broader geography;
- n) Spread and adopt the triple aim in the areas of clinical expertise, growth, diversification, innovation and shared services;

- o) Obtain specific financial benefits through access to capital through the creation of a single obligated group that will allow both health systems to become jointly and severally liable for all combined organization tax-exempt debt, allocate risk and optimize borrowing strategy for all of the entities listed in Condition I;
- p) Strengthen and enhance the work environment for all of the entities listed in Condition I;
- q) Support the ability of all of the entities listed in Condition I to attract and retain the talent and expertise required to best serve community needs, including but not limited to, clinical talent to those particular communities where it has previously been challenging to do so;
- r) Maintain and enhance medical group management infrastructure to benefit clinical practice, including sharing of clinical and administrative best practices;
- s) Pursue innovations in virtual healthcare and wellness;
- t) Provide cost-effective care to the communities served by all of the entities listed in Condition I with a special attention to the poor and vulnerable;
- u) Patient benefits from the anticipated stronger infrastructure;
- v) Patient benefits from the creation of new programs to fully advance the hospital systems' charitable missions;
- w) Community benefits from the anticipated unprecedented service and community benefit guarantees; and
- x) Community, particularly the poor and vulnerable, benefits from the strengthened healthcare systems.

Such report shall also include a copy of the following documents with respect to all of the entities listed in Condition I:

- a) Copies, if any, of new contractual arrangements with any of their affiliated or joint-venture providers, hospitals, surgery, ambulatory or medical centers, facilities, practice or physician groups, and other entities providing medical services for or on behalf of the entities listed in Condition I under these new contracts;
- b) Any new notices to insurers, insureds, other health care providers or competitors, or government regulators regarding the addition of any newly-affiliated medical provider to the entities listed in Condition I; and
- c) All new studies, analyses, and evaluations of or documents referring to the identity of any patient service areas, and geographic and product markets of each of the providers, independent physician associations, groups, centers, facilities, hospitals, centers, and affiliates owned or operated by the entities listed in Condition I providing medical services under any of the entities listed in Condition I's contracts.

The Chairman(s) of the Board of Directors of both Providence Health & Services and Providence Health System-Southern California and the Chief Executive Officers of Providence Health & Services, Providence Health System-Southern California, and Providence Tarzana Medical Center shall each certify that the report is true, accurate, and complete and provide documentation of the review and approval of the report by both Board's of Directors.

XV.

At the request of the Attorney General, all of the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XVI.

Once the Health System Combination Agreement is closed, all of the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

Exhibit 8.13

Service Commitments

The Service Commitments of the Parties, as referenced in Section 8.13 of the Health System Combination Agreement, are set forth in Paragraphs 1.0 through 9.0 below.

1.0 List of California General Acute Care Hospitals. For the purposes of this Exhibit 8.13, each general acute care hospital sponsored by either SJHS or PH&S, and located in the State of California, is set forth in the chart immediately below.

Providence Health & Services and St. Joseph Health
Combined System Hospital Overview
Fiscal Year 2015

Hospitals
St. Mary Medical Center
Redwood Memorial Hospital
St. Joseph Hospital, Eureka
Providence Holy Cross Medical Center
Providence Saint Joseph Medical Center
Providence Tarzana Medical Center
Providence Little Company of Mary Medical Center San Pedro
Providence Little Company of Mary Medical Center Torrance
Saint John's Health Center
Queen of the Valley Medical Center
Hoag Hospital - Newport Beach
Hoag Hospital - Irvine
Mission Hospital - Laguna Beach
Mission Hospital - Mission Viejo
St. Joseph Hospital of Orange
St. Jude Medical Center
Santa Rosa Memorial Hospital
Petaluma Valley Hospital

Source: Providence Health & Services and St. Joseph Health

For the purposes of this Exhibit 8.13, each of the foregoing acute care hospitals – with the exception of Providence Saint John's Health Center, Hoag Hospital-Newport Beach, Hoag Hospital-Irvine, and Petaluma Valley Hospital (which are discussed in Paragraphs 8.0 and 9.0 below, respectively) – is referred to herein as a "Hospital."

2.0 Licensed Acute Care Hospital Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall cause each Hospital to continue to be operated and maintained as a licensed general acute care hospital, as defined in California Health and Safety Code § 1250.

3.0 Specialty Service Commitments. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall operate and maintain certain specified services at each of the Hospitals, as set forth in Sections 3.0(a) and 3.0(b) below.

(a) **Emergency Department Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to maintain and provide twenty-four emergency medical services as currently licensed, with the same number of emergency beds/stations and with the same types of levels of service as provided as of the Closing.¹

(b) **Service Line Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to provide the health care services listed for each corresponding Hospital as specified in the tables below:

SJHS Sponsored Hospitals

St. Jude Medical Center Programs and Services	Mission Hospital Programs and Services
Anesthesia Services	Behavioral Health
Cancer Care	■ Inpatient Services
Cardiac Center	■ Outpatient Services
Emergency Services (24-hour)	Cancer Care
Gastroenterology	Cardiac Services
Imaging/Radiology Services	Diabetes Care
Interventional Radiology	Emergency Services (24-hour)
Laboratory Services	Gastroenterology
Neurosciences	Imaging/Radiology Services
Obstetrics	Intensive Care Unit (ICU)
Orthopedics/NICU	Laboratory Services
Palliative Care	Neurosciences
Pathology Services	Obstetrics/NICU
Rehabilitation Services	Orthopedics
Senior Services	Pediatric Services
Speech Therapy	Respiratory Care
Surgical Services	Rehabilitation Services
Wellness & Fitness	Surgical Services
Women's Services	Trauma Care
Wound Care	Vascular Services
	Women's Services

¹ This commitment is subject to reasonable and/or necessary temporary reductions in the number of emergency beds / stations in the event of construction intended to expand emergency department capacity.

**St. Mary Medical Center
Programs and Services**

Cardiac Center
Diabetes Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics/NICU
Rehabilitation Services
Surgical Services
Women's Services
Wound Care

**Queen of the Valley Medical Center
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Wellness Center
Women's Services
Wound Care

**Santa Rosa Memorial Hospital
Programs and Services**

Bariatric Surgery
Behavioral Health
■ Outpatient Services
■ Partial Hospital Program
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Trauma Care
Vascular Services
Women's Services

Saint Joseph Hospital - Orange
Programs and Services

Anesthesia Services
Bariatric Surgery
Behavioral Health
■ Inpatient Services
■ Outpatient Services
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Kidney Dialysis Center
Laboratory Services
Neurosciences
Obstetrics
Ophthalmology
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Urology
Women's Services
Wound Care

Petaluma Valley Hospital
Programs and Services

Cancer Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Vascular Services
Women's Services

St. Joseph Hospital - Eureka
Programs and Services

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

Redwood Memorial Hospital
Programs and Services

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

PH&S Sponsored Hospitals

Providence Holy Cross Medical Center Programs and Services

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour) Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Palliative Care
Pulmonary Services
Rehabilitation Services
Sub-Acute
Telemetry
Trauma Program
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Little Company of Mary Medical Center San Pedro Programs and Services

Acute Psychiatric Services
Cancer Care
Center for Optimal Aging
(Senior Services)
Chemical Dependency
Community Outreach
Diabetes Care
Emergency Services (24-hour)
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Palliative Care
Pathology Services
Psychiatric Services
Rehabilitation Services
Respiratory Care
Spiritual Care Services
Surgery Specialties
Sub-Acute Care
Women Health Services
■ Obstetrics
Wound Care

**Providence Little Company of Mary Medical Center Torrance
Programs and Services**

Blood Donor Center
Cancer Care
Cardiac & Vascular Services
Community Outreach
Emergency Services (24-hour)
Diabetes Care
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Orthopedics
Palliative Care
Pathology Services
Pediatric Services
Respiratory Care
Spiritual Care Services
Surgical Services
Rehabilitation Services
Urology
Volunteer Services
Women's Health Services
■ Obstetrics
■ NICU
Wound Care

**Providence Saint Joseph Medical Center
Programs and Services**

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pulmonary Services
Rehabilitation Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Tarzana Medical Center Programs and Services
Ambulatory Surgery Cancer Care Cardiac Catheterization Cardiology Emergency Services (24-hour) Endoscopy Imaging/Radiology Intensive Care Interventional Radiology Laboratory Services Neurosciences Orthopedics Obstetrics/NICU Palliative Care Pediatric Services / Pediatric Intensive Care Pulmonary Services Surgical Services Telemetry Vascular Services Women's Health Services ■ Obstetrics ■ NICU

4.0 Medicare / Medi-Cal Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital:

(A) Continue to be certified to participate in the Medicare program and have a Medicare provider number to provide the same types and levels of emergency and non-emergency services as provided as of the Closing.

(B) Continue to be certified to participate in the Medi-Cal program, and continue to maintain Medi-Cal Managed Care contracts, on competitive terms, that provide the same types of and levels of emergency services and non-emergency services as the Parties' existing Medi-Cal Managed Care contracts.

5.0 City/County Contract Commitment: For a period of five (5) years from the Closing, each Hospital shall maintain each contract it has entered into with any City or County as specified on Attachment A (City/County Contract Commitments) attached hereto, unless any such contract is terminated for cause or expires in accordance with its current terms.

(continued on next page)

6.0 Charity Care Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of charity care (the "Minimum Charity Care Amount") that is no less than the amount set forth in the "2014-2015 Average" column for the corresponding Hospital in the chart below:

**Providence Health & Services and St. Joseph Health
Cost of Charity Care Summary
Fiscal Years 2014 to 2015**

Hospital	Cost of Charity to Hospital		
	2014	2015 ⁽¹⁾	2014 - 2015 Average
St. Mary Medical Center	\$7,912,528	\$4,121,065	\$6,016,797
Redwood Memorial Hospital	\$731,156	\$577,891	\$654,523
St. Joseph Hospital, Eureka	\$1,790,044	\$1,653,541	\$1,721,792
Providence Holy Cross Medical Center	\$5,634,497	\$4,762,251	\$5,198,374
Providence Saint Joseph Medical Center	\$7,319,026	\$3,056,824	\$5,187,925
Providence Tarzana Medical Center	\$2,522,462	\$1,347,479	\$1,934,970
Providence Little Company of Mary Medical Center San Pedro	\$2,523,959	\$1,189,510	\$1,856,734
Providence Little Company of Mary Medical Center Torrance	\$8,767,281	\$3,868,858	\$6,318,069
Saint John's Health Center	Subject to AG Conditional Consent January 14, 2014		
Queen of the Valley Medical Center	\$2,041,891	\$1,728,615	\$1,885,253
Hoag Hospital - Newport Beach and Irvine	Subject to AG Conditional Consent February 8, 2013		
Mission Hospital - Mission Viejo and Laguna Beach ⁽²⁾	\$7,229,156	\$4,803,937	\$6,016,546
St. Joseph Hospital of Orange	\$9,904,721	\$7,573,418	\$8,739,069
St. Jude Medical Center	\$7,737,027	\$5,705,177	\$6,721,102
Petaluma Valley Hospital	\$1,132,221	\$838,880	\$985,550
Santa Rosa Memorial Hospital	\$5,519,696	\$5,230,452	\$5,375,074
Total	\$70,765,664	\$46,457,897	\$58,611,780

Source: OSHPD Financial Disclosure Reports (2014 figures), St. Joseph Health (2015 figures)

Note: Hoag Hospital and Saint John's Health Center charity care numbers are currently the subject of Attorney General conditions from prior transactions.

(1) FY 2014 cost-to-charge ratio applied to 2015 charity charges to calculate cost of charity to hospital. Providence 2015 data is a year-to-date annualized estimate.

(2) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics). Each Hospital shall have charity care and collection policies that comply with Federal and California law.

7.0 Community Benefit Program Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of Community Benefit Services (the “Minimum Community Benefit Services Amount”) that is no less than the amount set forth in the “Hospital Commitment” column for the corresponding Hospital in the chart below:

Providence Health and Services and St. Joseph Health System
Community Benefit Expenditures by Ministry⁽¹⁾
Calendar Years 2011 to 2014

Hospital	2011	2012	2013	2014	Hospital Commitment ⁽²⁾
Providence Holy Cross Medical Center	\$1,044,252	\$933,328	\$1,050,720	\$972,003	\$1,000,076
Providence Little Company of Mary San Pedro	\$1,836,161	\$1,706,993	\$1,629,022	\$1,503,131	\$1,668,827
Providence Little Company of Mary Torrance	\$4,232,382	\$2,254,286	\$2,057,692	\$1,896,081	\$2,610,105
Providence Saint John's Health Center	Subject to AG Commitment January 14, 2014				\$3,374,251
Providence Saint Joseph Medical Center	\$1,172,156	\$929,028	\$1,058,582	\$1,155,121	\$1,078,722
Providence Tarzana Medical Center	\$612,236	\$496,883	\$476,211	\$801,568	\$596,725
Hoag Hospital - Newport Beach and Irvine	Subject to AG Commitment February 8, 2013				\$9,500,000
Mission Hospital - Mission Viejo and Laguna Beach ⁽³⁾	\$5,654,285	\$4,775,844	\$4,404,037	\$4,916,303	\$4,937,617
Petaluma Valley Hospital	\$10,000	\$92,749	\$113,748	\$176,846	\$98,336
Queen of the Valley Medical Center	\$3,215,957	\$2,888,321	\$3,298,694	\$3,465,017	\$3,216,997
Redwood Memorial Hospital	\$980,213	\$715,227	\$793,338	\$417,839	\$726,654
Santa Rosa Memorial Hospital	\$1,844,388	\$2,135,826	\$2,668,956	\$2,982,791	\$2,407,990
St. Joseph Hospital (Eureka)	\$2,357,925	\$2,501,973	\$2,073,069	\$2,061,441	\$2,248,602
St. Joseph Hospital (Orange)	\$9,984,136	\$9,825,416	\$6,865,777	\$5,554,176	\$8,057,376
St. Jude Medical Center	\$8,219,100	\$8,392,969	\$7,476,451	\$5,396,610	\$7,371,283
St. Mary Medical Center	\$3,533,168	\$3,051,705	\$2,556,292	\$4,185,791	\$3,331,739
Total Community Benefit Expenditures	\$44,696,339	\$40,700,548	\$36,522,589	\$35,484,719	\$39,351,049

Source: Providence Health and Services, St. Joseph Health System

(1) The community benefit expenditures set forth in this table reflect expenditures on the types of programs that have historically been treated by the Attorney General as community benefit programs under Title 11, Code of Regulations section 999.5(d)(5)(D). The table does not include expenditures for all SB 697 reported categories. Examples of facility expenditures or costs not included in this table are (i) the unreimbursed cost of Medicare, Medi-Cal and low-margin services, (ii) unreimbursed physician fees and/or subsidies for ED, trauma and other coverage services, (iii) services funded by third parties (e.g., grants), (iv) community benefit operation or administration costs, (v) facility use, and (vi) research.

(2) The Hospital Commitment column reflects each hospital's four year average annual commitment based on the annual community benefit expenditures during the calendar years 2011 through 2014. St. John's Medical Center and Hoag Hospital community benefit commitments are addressed in Section 9.0 of this Exhibit 8.13.

(3) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics).

In addition, SJHS and PH&S, individually or jointly or through NewCo, shall provide support to each of the community benefit programs set forth in the charts immediately below (the

(continued on next page)

“On-Going Community Benefit Programs”) for a period of five (5) years after the Closing either at the current location, at alternate locations, or through affiliation with similar organizations.

**St. Joseph Health
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015**

Hospital	Community Benefit Programs
Redwood Memorial Hospital	Community Resource Centers
St. Joseph Hospital, Eureka	Paso a Paso Program/Healthy Kids Humboldt
Santa Rosa Memorial Hospital	House Calls
Petaluma Valley Hospital	Mobile Health Clinic Promotores de Salud (Health Promoters) Healthy For Life Circle of Sisters (COS) St. Joseph Dental Clinic and Mobile Dental Clinic The Agents of Change Training in the Neighborhoods (ACTION)
Queen of the Valley Medical Center	Community Based Care Coordination and Case Management "CARE Network" Children's Mobile Dental Clinic Obesity Prevention: "Healthy for Life" Perinatal Education and Support
St. Mary Medical Center	Community Clinic programs Health Career Programs San Bernardino County Public Health Initiatives
St. Jude Medical Center	St. Jude Neighborhood Health Center North Orange County Move More Eat Healthy Initiative Community Care Navigation Senior transportation and services to low income elderly
St. Joseph Hospital Orange	La Amistad de San Jose Family Health Center Puente a la Salud Mobile Community Clinics Imaging and laboratory Services Pharmacy Meds Program
Mission Hospital - Laguna Beach	Family Resource Centers
Mission Hospital - Mission Viejo	Community Mental Health Initiatives/Depression Initiatives Behavioral Health Camino Health Center (FQHC) Increasing Access to Health Care

Source: St. Joseph Health

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

Providence Health & Services
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Little Company of Mary - San Pedro	Creating Opportunities for Physical Activity (COPA)
Little Company of Mary - Torrance	CHIP-Access to Los Cost/Free Primary Care Vasek Polak Medical Home for the Most Vulnerable Get Out and Live (GOAL) Partners for Healthy Kids ("PFHK") Welcome Baby ⁽¹⁾
Saint John's Medical Center	Venice Family Clinic Ocean Park Community Center Westside Family Health Center Cleft Palate Clinic
Providence Holy Cross Medical Center	Access to Care Program
Providence Saint Joseph Medical Center	Faith Community Health Partnership/Latino Health Promoter
Providence Tarzana Medical Center	Senior Outreach Tattoo Removal School Nurse Services

Source: Providence Health & Services

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

8.0 Petaluma Valley Hospital. SJHS operates Petaluma Valley Hospital pursuant to a management contract that expires in January 2017. The commitments set forth in Sections 2.0 through 7.0 above shall apply to Petaluma Valley Hospital during the remaining term of the current management contract.

9.0 Providence Saint John's Health Center and Hoag Commitments. SJHS and PH&S, individually or jointly or through NewCo, shall insure full compliance with any and all Conditions of Consent previously issued by the California Attorney General, and the terms of any agreements with the California Attorney General, with respect to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian transactions, including (without limitation) (i) the Conditions of Consent set forth in the California Attorney General's January 14, 2014 and February 8, 2013 letters concerning those facilities and (ii) the March 8, 2014 Agreement between the California Attorney General and Hoag Memorial Hospital Presbyterian. Notwithstanding the foregoing, SJHS and PH&S each reserve the right (and the rights of NewCo), in accordance with Title 11, California Code of Regulations, Section 999.5(h), to seek the amendment of any such Conditions of Consent, or the terms of any other agreements with the California Attorney General, applicable to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian facilities.

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
RMH	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	4/1/06
RMH	North Coast Emergency Medical Services	EDAP Level I Designation	7/1/10
RMH	City of Blue Lake	MOU re: Blue Lake Family Resource Center	1/1/15
RMH	County of Humboldt-DHHS	Grant Agreement for Blue Lake CRC - CalWORKS and CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Rio Dell CRC - CalWORKs & CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Willow Creek CRC - CalWORKs & CalFresh	7/15/15
SJE	County of Humboldt Mental Health	Behavioral Health	1/1/15
SJE	County of Humboldt	Agreement Concerning Use of Short Wave Radio Equipment	1/3/95
SJE	Humboldt County	MOU for Death Review Panel	2/1/01
SJE	Humboldt County Children's Health Initiative	Charter	1/1/06
SJE	Humboldt County	MOU for Healthy Kids Humboldt Support	2/14/12
SJE	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	7/21/12
SJE	County of Humboldt-DHHS	CalFresh Grant Agreement	11/1/14
SJE	County of Humboldt-DHHS-Mental Health Branch	Service Agreement for Hospital Services	1/1/15
SJE	County of Humboldt-DHHS	MOU for 340B Program	1/1/15
SJE and RMH	Humboldt County Office of Education	Work Exploration Agreement for High School Students	2/3/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
QVMC	County of Napa	Business Associate Agreement #6165	7/1/03
QVMC	Napa County Child Welfare Services	MOU for Suspected Child Abuse	1/1/11
QVMC	County of Napa	Synergy Agreement #7167	1/6/09
QVMC	County of Napa w/Comm Hlth Clinic Ole, Kaiser,	MOU- Medical Emergency Coop Agmt for Healthcare Organizations	12/18/07
QVMC	Napa County Health & Human Services, Public	MOU for Napa Fussy Baby Collaborative	3/4/13
QVMC	County of Napa	PSA for Services re: Calif AIDS Master Grant Agmt for HIV Care #3236	7/1/13
QVMC	County of Napa	Designation as a Level III Trauma Center #7657	7/1/13
QVMC	County of Napa	Hospital Preparedness Program (HPP) Coalition Participation Agreement	8/14/13
QVMC	County of Napa	Grant Agreement #8157 Tobacco Settlement	7/1/14
QVMC	First 5 Napa County Children and Family Comm.	Grant Agreement #510-15 for Dental Van	7/1/14
QVMC	County of Napa	PSA for Medi-Cal Administrative Activities #8146	7/1/14
QVMC	Napa County Alcohol and Drug Services Division	MOU for Drug and Alcohol Counseling	3/5/15
SRMH	County of Sonoma	Provision of Services/Medication Management Grant	7/1/15
Hoag	Children's And Families Commission of OC	Agreement for early Childhood Development Svcs	2/5/14
Hoag	County of Orange	Agreement for the provision of certain HIV Services	3/1/15
Hoag	County of Orange	Indigent and Trauma Care	7/1/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
MH	County of Orange	Indigent and Trauma Care	7/1/14
MH	County of Orange	Medi-Cal Admin Svcs	7/1/15
MH	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Caregiver Resource Center	7/1/14
SJMC	County of Orange	Indigent and Trauma Care	7/1/14
SJMC	County of Orange	Designated ER Services	7/1/13
SJMC	Childrens and Families Commission	Early Childhood Development	2/5/14
SJMC	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Paternity Opportunity Program	9/9/14
SJO	County of Orange	Indigent and Trauma Care	7/1/14
SJO	County of Orange	Designated ER Services	7/1/13
SJO	County of Orange	MSN - Medical Safety Net	7/1/15
PVH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency Organizations to coordinate services in disaster situations	10/1/06
PVH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
PVH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
SRM and PVH	County of Sonoma	Mental Health Services Agreement No. 2015-0023-A00	4/15/15
SRMH	Sonoma County Indian Health Project (SCIHP)	Medi-Cal	8/1/14
SRMH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency to coordinate services in disaster situations	5/15/06
SRMH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
SRMH	County of Sonoma	Level II Trauma Center Designation	5/1/10
SRMH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
SRMH	County of Sonoma	EMS Base Hospital Agreement	7/1/15
SRMH	County of Sonoma	STEMI Receiving Center Agreement	7/1/15

Key:

RMH = Redwood Memorial Hospital
 SJE = St. Joseph Hospital, Eureka
 QVMC = Queen of the Valley Medical Center
 SRMH = Santa Rosa Memorial Hospital
 Hoag = Hoag Hospital – Newport Beach / Irvine
 MH = Mission Hospital – Mission Viejo / Laguna Beach
 SJMC = St. Jude Medical Center
 SJO = St. Joseph Hospital of Orange
 PVH = Petaluma Valley Hospital

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
San Pedro			
PHS-So. Cal dba Providence Little Co. of Mary Med. Ctr San Pedro	County of Los Angeles	Psychiatric Inpatient Hospital Services to Medi-Cal Beneficiaries eligible for such services under the Medi-Cal Fee-For-Service program	7/1/15
Providence Little Co. of Mary Ctr (San Pedro)	Los Angeles County Dept of Health Services Emergency Medical Services Agency	SART Center Confirmation Agreement	4/20/15
Torrance			
Little Company of Mary Hospital (Torrance)	County of Los Angeles	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	6/30/08
Little Company of Mary Medical Center (Torrance)	County of Los Angeles	Memorandum of Understanding re Child Support Services	9/24/14-10/31/18
Providence Little Company of Mary-Torrance	County of Los Angeles	Agreement for Participation in Hospital Preparedness Program	1/1/13-6/30/18
Providence Little Company of Mary Medical Center San Pedro	Los Angeles County Children and Families First Proposition 10 Commission (AKA First 5 LA)	Grant Agreement	1/1/15-6/30/16
Providence Little Company of Mary Torrance	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
St. John's			
Sisters of Charity of Leavenworth Health System, Inc. re Saint John's Hospital and Health Center	City of Santa Monica	Development Agreement and Amendment Re Construction for Improvements	10/4/11
Providence Saint John's Health Center	County of Los Angeles	Department of Mental Health (mental health services)	7/1/15
Providence Saint John's Child and Family Development Center	City of Santa Monica Mental Health Services	Will Rogers Learning Development Center/ Child Youth Development Project	7/1/15-6/30/16
Providence Saint John's Health Center	City of Santa Monica	Human Services Grants Program Short Term Grant Agreement	7/1/15-9/30/15

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Providence Saint John's Health Center	County of Los Angeles	Los Angeles County Children and Families First Proposition 10 Commission (A KA First LA) Grant Agreement re Partnerships for Family Initiative	1/1/15-6/30/16
Holy Cross			
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re Stroke Center	6/10/10-5/9/12
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re ST-Elevation Myocardial Infarction Receiving Center	9/1/13-8/31/16
Providence Holy Cross Medical Center	Los Angeles County	Paramedic Base Hospital Services Agreement	1/1/13-6/30/17
Providence Health System So. CA. dba Providence Holy Cross Medical Center	Los Angeles County	Trauma Center Service Agreement, as amended	7/1/08-12/31/15
St. Joseph's			
Providence Saint Joseph Medical Center	County of Los Angeles	Hospital Preparedness Program Agreement, as amended.	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement	10/19/09-3/22/10
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	EDAP Confirmation Agreement	12/5/11-12/4/14
Providence Health System-Southern California DBA Providence Saint Joseph Medical Center	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	SRC Confirmation Agreement	6/1/13-3/31/16

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Tarzana			
Encino Tarzana Regional Medical Center-Tarzana	County of Los Angeles – Department of Health Services Emergency Medical Services Agency	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	7/1/06-6/30/07
Providence Health and Services DBA Providence Tarzan Medical Center	County of Los Angeles	Expanded Agreement re Hospital Bioterrorism Preparedness	1/1/01-12/31/-12
Providence Tarzana Medical Center	County of Los Angeles, Child Support Services Department	Intra-County Plan of Cooperation re guidelines for an effective social security program	10/1/09
Providence Tarzana Medical center	Los Angeles County Department of Health Services Emergency Medical Services Agency	Stroke Center Confirmation Agreement re Caring for Stroke Population of LA County	4/1/10-5/31/12
Providence Tarzana Medical Center	Los Angeles County Emergency Department	Approved for Pediatrics (EDAP) Confirmation Agreement	12/5/11-12/5/14
Providence Tarzana Medical Center	Los Angeles County Department of Health Services- Emergency Medical Services Agency	SRC Confirmation Agreement re Approved ST-Elevation Myocardial Infarction Receiving Center (SRC)	4/1/10/3/31/12
Providence Tarzana Medical Center	County of Los Angeles Department of Public Health, Acute Communicable Disease Control Program	Confidential Data Use Agreement	7/22/09

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ANALYSIS OF PROVIDENCE TARZANA MEDICAL CENTER'S SERVICE AREA

Service Area Definition

Based upon Tarzana Medical Center's 2014 inpatient discharges, Tarzana Medical Center's service area is comprised of 35 ZIP Codes from which 77% of its inpatient discharges originated. Approximately 50% of Tarzana Medical Center's discharges originated from the top nine ZIP Codes that are located in Reseda, Tarzana, Encino, Woodland Hills, Van Nuys, Winnetka, and Canoga Park. In 2014, Tarzana Medical Center's market share in the service area was approximately 12% based on total area discharges.

SERVICE AREA PATIENT ORIGIN MARKET SHARE BY ZIP CODE: 2014						
ZIP Codes	Community	Total Discharges	% of Discharges	Cumulative % of Discharges	Total Area Discharges	Market Share
91335	Reseda	1,489	11.3%	11.3%	8,208	18.1%
91356	Tarzana	1,392	10.6%	21.9%	3,163	44.0%
91316	Encino	1,161	8.8%	30.7%	3,111	37.3%
91367	Woodland Hills	589	4.5%	35.2%	3,832	15.4%
91364	Woodland Hills	465	3.5%	38.7%	2,503	18.6%
91406	Van Nuys	427	3.2%	41.9%	4,863	8.8%
91306	Winnetka	400	3.0%	45.0%	4,025	9.9%
91436	Encino	364	2.8%	47.7%	1,539	23.7%
91304	Canoga Park	359	2.7%	50.5%	4,288	8.4%
91403	Sherman Oaks	296	2.2%	52.7%	2,416	12.3%
91423	Sherman Oaks	284	2.2%	54.9%	2,601	10.9%
91302	Calabasas	277	2.1%	57.0%	1,734	16.0%
91303	Canoga Park	270	2.1%	59.0%	2,499	10.8%
91325	Northridge	245	1.9%	60.9%	3,104	7.9%
91311	Chatsworth	239	1.8%	62.7%	3,647	6.6%
91324	Northridge	237	1.8%	64.5%	2,596	9.1%
91307	West Hills	229	1.7%	66.2%	2,318	9.9%
91344	Granada Hills	215	1.6%	67.9%	4,756	4.5%
91343	North Hills	215	1.6%	69.5%	5,297	4.1%
91401	Van Nuys	204	1.5%	71.1%	4,753	4.3%
91405	Van Nuys	192	1.5%	72.5%	5,335	3.6%
91326	Porter Ranch	189	1.4%	74.0%	2,678	7.1%
91411	Van Nuys	167	1.3%	75.2%	2,590	6.4%
91301	Agoura Hills	138	1.0%	76.3%	1,853	7.4%
91377	Oak Park	35	0.3%	76.5%	875	4.0%
91357	Tarzana	13	0.1%	76.6%	57	22.8%
91365	Woodland Hills	11	0.1%	76.7%	89	12.4%
91413	Sherman Oaks	10	0.1%	76.8%	81	12.3%
91416	Encino	9	0.1%	76.9%	64	14.1%
91372	Calabasas	4	0.0%	76.9%	33	12.1%
91404	Van Nuys	3	0.0%	76.9%	52	5.8%
91409	Van Nuys	3	0.0%	76.9%	48	6.3%
91305	Canoga Park	3	0.0%	77.0%	28	10.7%
91308	West Hills	3	0.0%	77.0%	35	8.6%
91407	Van Nuys	3	0.0%	77.0%	19	15.8%
Subtotal		10,140	77.0%	77.0%	85,090	11.9%
Other ZIPs		3,028	23.0%	100%		
Total		13,168	100.0%			

Note: Excludes normal newborns

Source: OSHPD Patient Discharge Database

Exhibit 2

Conditions to Change in Control and Governance of Providence Little Company of Mary Medical Center San Pedro¹ and Approval Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services and the Supplemental Agreement by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian

I.

These Conditions shall be legally binding on the following entities: Providence St. Joseph Health, a Washington nonprofit corporation, Providence Health & Services, a Washington nonprofit corporation, St. Joseph Health System, a California nonprofit public benefit corporation, St. Joseph Health Ministry, a California nonprofit public benefit corporation, Covenant Health Network, Inc., a California nonprofit public benefit corporation, St. Mary Medical Center, a California nonprofit public benefit corporation, Redwood Memorial Hospital of Fortuna, California nonprofit public benefit corporation, St. Joseph Hospital of Eureka, a California nonprofit public benefit corporation, Queen of the Valley Medical Center, a California nonprofit public benefit corporation, Hoag Memorial Hospital Presbyterian, a California nonprofit public benefit corporation, Mission Hospital Regional Medical Center, a California nonprofit public benefit corporation, St. Joseph Hospital of Orange, a California nonprofit public benefit corporation, St. Jude Hospital, a California nonprofit public benefit corporation, Santa Rosa Memorial Hospital, a California nonprofit public benefit corporation, SRM Alliance Hospital Service, a California nonprofit public benefit corporation, Providence Health System – Southern California, a California nonprofit religious corporation, Providence Saint John’s Health Center, a California nonprofit religious corporation, any other subsidiary, parent, general partner, limited partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of any of the above-listed entities, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of Providence Little Company of Mary Medical Center San Pedro or the real property on which Providence Little Company of Mary Medical Center San Pedro is located, any and all current and future owners, lessees, licensees, or operators of Providence Little Company of Mary Medical Center San Pedro, and any and all current and future lessees and owners of the real property on which Providence Little Company of Mary Medical Center San Pedro is located.

¹ Throughout this document, the term “Providence Little Company of Mary Medical Center San Pedro” shall mean the general acute care hospital located at 1300 W 7th Street, San Pedro, CA 90732, the skilled nursing facility located at 1322 W 6th Street, San Pedro, CA 90732, the chemical dependency recovery facility located at 1386 W 7th Street, San Pedro, CA 90732, and any other clinics, laboratories, units, services, or beds included on the license issued to Providence Health System-Southern California (doing business as Providence Little Company of Mary Medical Center San Pedro, Providence Little Company of Mary Subacute Care Center, Providence Little Company of Mary Recovery Center, respectively) by the California Department of Public Health, effective November 1, 2015, unless otherwise indicated.

II.

The transaction approved by the Attorney General consists of the Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services, dated November 23, 2015, and the Supplemental Agreement made and entered into by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian, dated September 30, 2015, and any and all amendments, agreements, or documents referenced in or attached to as an exhibit or schedule to the Health System Combination Agreement and the Supplemental Agreement.

All of the entities listed in Condition I shall fulfill the terms of these agreements or documents and shall notify the Attorney General in writing of any proposed modification or rescission of any of the terms of these agreements or documents. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5923.

III.

For eleven fiscal years from the closing date of the Health System Combination Agreement, Providence St. Joseph Health, Providence Health & Services, Providence Health System-Southern California, and all future owners, managers, lessees, licensees, or operators of Providence Little Company of Mary Medical Center San Pedro shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

(a) Sell, transfer, lease, exchange, option, convey, manage, or otherwise dispose of Providence Little Company of Mary Medical Center San Pedro; or

(b) Transfer control, responsibility, management, or governance of Providence Little Company of Mary Medical Center San Pedro. The substitution or addition of a new corporate member or members of Providence St. Joseph Health, Providence Health & Services, or Providence Health System-Southern California that transfers the control of, responsibility for, or governance of Providence Little Company of Mary Medical Center San Pedro shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing bodies of Providence St. Joseph Health, Providence Health & Services, or Providence Health System-Southern California, or any arrangement, written or oral, that would transfer voting control of the members of the governing bodies of Providence St. Joseph Health, Providence Health & Services, or Providence Health System-Southern California shall also be deemed a transfer for purposes of this Condition.

IV.

For ten years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall operate and maintain Providence Little Company of Mary Medical Center San Pedro as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250).

V.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain and provide the following 24-hour emergency medical services at current² licensure and designation with the current types and/or levels of services at Providence Little Company of Mary Medical Center San Pedro, including the following:

- a) 16 emergency treatment stations at a minimum; and
- b) Designation and maintaining certification as an “LPS” (Lanterman-Petris-Short) 24-Hour Facility (5150 Receiving Facility), as defined by the Welfare and Institutions Code, section 5150, for behavioral health and acute psychiatric patients under involuntary evaluation, and operating such a receiving facility that complies with all requirements under Welfare and Institutions Code, section 5150 and other California laws and regulations.

VI.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain and provide the following healthcare services at current licensure and designation with the current types and/or levels of services at Providence Little Company of Mary Medical Center San Pedro:

- a) Behavioral health services, including a minimum of 25 acute psychiatric (D/P) beds;
- b) Critical care services, including a minimum of 12 intensive care beds;
- c) Chemical dependency services, including a minimum of 16 chemical dependency recovery beds;
- d) Inpatient and outpatient rehabilitation services, including a minimum of 20 rehabilitation beds;
- e) Obstetrics services, including a minimum of 10 obstetrics beds;
- f) Neurosciences services, including certification as a Primary Stroke Center; and
- g) Women’s health services, including those provided at the Imaging and Breast Center.

Providence Health & Services and Providence Health System-Southern California shall not place all or any portion of the above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.

VII.

For ten years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain and provide sub-acute care services at current licensure and designation with the current types and/or levels of services, including a minimum of 125 skilled nursing beds, at Providence Little Company of Mary Subacute Care Center, located at 1322 W 6th Street, San Pedro, CA 90732.

² The term “current” or “currently” throughout this document means as of November 1, 2015.

VIII.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain and provide the following healthcare services at Providence Little Company of Mary Medical Center San Pedro at current licensure and designation with the current types and/or levels of services as committed to in Exhibit 8.13 of the Health System Combination Agreement attached hereto as Exhibit 1:

- a) Cancer care services;
- b) Center for Optimal Aging services;
- c) Community outreach services;
- d) Diabetes services;
- e) Endocrinology services;
- f) Imaging/radiology services;
- g) Internal medicine services;
- h) Laboratory services;
- i) Nutritional services
- j) Palliative care services;
- k) Pathology services;
- l) Respiratory services;
- m) Spiritual care services;
- n) Surgical services; and
- o) Wound care services.

Within the first year after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall begin implementation of the Providence Health & Services' Clinical Institutes' program across the system in order to deliver better patient outcomes across the most common conditions causing hospitalization. Such implementation shall include the areas of cancer care and musculoskeletal disease. Within two years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health implementation of the Providence Health & Services' Clinical Institutes' program shall also include the areas of neurosciences, cardiovascular, and digestive health.

IX.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall:

- a) Be certified to participate in the Medi-Cal program at Providence Little Company of Mary Medical Center San Pedro;
- b) Maintain and have Medi-Cal Managed Care contracts with the below listed Medi-Cal Managed Care Plans to provide the same types and levels of emergency and non-emergency services at Providence Little Company of Mary Medical Center San Pedro to Medi-Cal

beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause:

- i) Local Initiative: LA Care Health Plan or its successor; and
 - ii) Commercial Plan: Health Net Community Solutions, Inc. or its successor; and
- c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at Providence Little Company of Mary Medical Center San Pedro to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care) as required in these Conditions.

X.

For six fiscal years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall provide an annual amount of Charity Care (as defined below) at Providence Little Company of Mary Medical Center San Pedro equal to or greater than \$3,420,105 (the Minimum Charity Care Amount). For purposes hereof, the term “charity care” shall mean the amount of charity care costs (not charges) incurred by Providence Health & Services and Providence Health System-Southern California in connection with the operation and provision of services at Providence Little Company of Mary Medical Center San Pedro. The definition and methodology for calculating “charity care” and the methodology for calculating “costs” shall be the same as that used by Office of Statewide Health Planning Development (OSHPD) for annual hospital reporting purposes.³ Providence Health & Services and Providence Health System-Southern California shall use and maintain a charity care policy that is no less favorable than its current charity care policy at Providence Little Company of Mary Medical Center San Pedro and in compliance with California and Federal law.

Providence Health & Services’ and Providence Health System-Southern California’s obligation under this Condition shall be prorated on a daily basis if the closing date of the Health System Combination Agreement is a date other than the first day of Providence Health & Services and Providence Health System-Southern California’s fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100” (as published by the U.S. Bureau of Labor Statistics).

³ OSHPD defines charity care by contrasting charity care and bad debt. According to OSHPD, “the determination of what is classified as . . . charity care can be made by establishing whether or not the patient has the ability to pay. The patient’s accounts receivable must be written off as bad debt if the patient has the ability but is unwilling to pay off the account.”

After the closing date of the Health System Combination Agreement, if the actual amount of charity care provided at Providence Little Company of Mary Medical Center San Pedro for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, Providence Health & Services and Providence Health System-Southern California shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide direct health care services to residents in Providence Little Company of Mary Medical Center San Pedro's service area (12 ZIP codes), as defined on page 89 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

The 2010 Federal Patient Protection and Affordable Care Act may cause a reduction in future needs of charity care. Any actual reduction will be considered "unforeseen" for purposes of Title 11, California Code of Regulations, section 999.5, subdivision (h).

XI.

For six fiscal years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall provide an annual amount of Community Benefit Services at Providence Little Company of Mary Medical Center San Pedro equal to or greater than \$5,311,860 (the "Minimum Community Benefit Services Amount") exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered:

- a) Creating Opportunities for Physical Activity;
- b) Welcome Baby;
- c) Sexual Assault Response Team (SART);
- d) Partners for Healthy Kids (PFHK);
- e) Palliative Care Assessments; and
- f) Promotoras/Linkage Services/Diabetes Education.

Providence Health & Services' and Providence Health System-Southern California's obligation under this Condition shall be prorated on a daily basis if the effective date of the Health System Combination Agreement is a date other than the first day of Providence Health System-Southern California's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100" (as published by the U.S. Bureau of Labor Statistics).

If the actual amount of community benefit services provided at Providence Little Company of Mary Medical Center San Pedro for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, Providence Health & Services and Providence Health System-

Southern California shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide community benefit services for residents in Providence Little Company of Mary Medical Center San Pedro's service area (12 ZIP codes), as defined on page 89 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

XII.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain their contracts, including any superseding, successor, or replacement contracts, and any amendments and exhibits thereto with the County of Los Angeles and/or its subdivisions, departments, or agencies for services at Providence Little Company of Mary Medical Center San Pedro including the following⁴:

- a) Psychiatric Inpatient Hospital Services to Medi-Cal Agreement, dated July 1, 2015;
- b) Sexual Abuse Response Team Center (SART) Confirmation Agreement, dated April 20, 2015;
- c) Los Angeles County Approved Stroke Center (ASC) Confirmation Agreement, dated November 18, 2015;
- d) Los Angeles County Children and Families First Proposition 10 Commission Grant Agreement, dated January 1, 2015;
- e) Agreement By and Between the County of Los Angeles and Providence Little Company of Mary Medical Center San Pedro for Participation in the Hospital Preparedness Program, No. H-705656, dated January 1, 2013; and
- f) Mental Health Services Agreement Contract Allowable Rate - Fee For Service Medi-Cal Acute Psychiatric Inpatient Hospital Services, No. MH060090, dated July 1, 2015.

XIII.

Providence St. Joseph Health, Providence Health & Services, and Providence Health System-Southern California shall commit the necessary investments required to meet and maintain OSHPD seismic compliance requirements at Providence Little Company of Mary Medical Center San Pedro through 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Saf. Code, § 129675-130070).

XIV.

Providence St. Joseph Health, Providence Health & Services, and Providence Health System-Southern California shall complete any capital projects as committed to in the Health System Combination Agreement and the Supplemental Agreement.

⁴ The dates referenced in this Condition are either the date the agreement was entered into, the date the agreement was executed, in the title of the agreement, or the original or current effective date of the agreement.

Within the first three years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall implement a mental health initiative, with an initial expenditure of \$30 million, in the California communities served by their local ministries (\$10 million per year for each of the first 3 years after the closing date). These funds will be expended solely in California and will be used to identify and address the treatment and causes of mental illness including, but not limited to, mental health counseling, disorders affecting children, depressive disorders, psychotic disorders, treatment for addictive behavior, homelessness and other root causes and effects of mental illness.

XV.

Providence Health & Services and Providence Health System-Southern California shall maintain privileges for current medical staff at Providence Little Company of Mary Medical Center San Pedro who are in good standing as of the closing date of the Health System Combination Agreement. Further, the closing of the Health System Combination Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure at Providence Little Company of Mary Medical Center San Pedro.

For eleven fiscal years after the closing date of the Health System Combination Agreement, all of the entities listed in Condition I shall continue to maintain multi-disciplinary local ministry ethics teams at each hospital and the teams shall consist of physicians, nurses, social workers, chaplains, and ethicists. The application of the Ethical and Religious Directives shall continue to be conducted on a case-by-case basis taking into account the clinical and ethical factors presented in each case by the multi-disciplinary local ministry ethics teams.

XVI.

There shall be no discrimination against any lesbian, gay, bisexual, or transgender individuals at Providence Little Company of Mary Medical Center San Pedro. This prohibition must be explicitly set forth in Providence Health System-Southern California's written policies, adhered to, and strictly enforced.

XVII.

For eleven fiscal years from the closing date of the Health System Combination Agreement Providence Health & Services and Providence Health System-Southern California shall submit to the Attorney General, no later than four months after the conclusion of each fiscal year, a report describing in detail compliance with each Condition set forth herein.

Such report shall also describe in detail the specific steps taken by all of the entities listed in Condition I and provide any supporting and objective evidence and documentation that set forth how the below enumerated transaction benefits are being accomplished with respect to all of the entities listed in Condition I:

- a) Optimize clinical services and health benefits;
- b) Expand community benefit programs;
- c) Achieve greater affordability and access for health care services;
- d) Share clinical and administrative best practices across regions and communities;
- e) Promote outstanding clinical care and greatly improve the patient experience;
- f) Develop the necessary infrastructure for a population health management effort that truly advances healthier communities;
- g) Advance innovations in health care that will benefit future generations;
- h) Create broader opportunities for advocacy in connection with social justice, with particular emphasis on the poor and vulnerable;
- i) Make possible closer integration and/or adoption of specific programs to address the needs of the poor and vulnerable;
- j) Enhance the delivery of health care through a nonprofit, charitable model;
- k) Improve patient access, patient safety, the quality, continuity and coordination of care and improved patient satisfaction with the care and service provided, utilizing a holistic approach focused on the body, mind and spirit;
- l) Develop a stronger infrastructure, including clinical and administrative expertise, for serving specific populations, such as Medi-Cal and the uninsured, in order to promote the health of recipients and use resources more effectively;
- m) Provide a greater ability to combine and coordinate the response to community needs across increased scale and a broader geography;
- n) Spread and adopt the triple aim in the areas of clinical expertise, growth, diversification, innovation and shared services;
- o) Obtain specific financial benefits through access to capital through the creation of a single obligated group that will allow both health systems to become jointly and severally liable for all combined organization tax-exempt debt, allocate risk and optimize borrowing strategy for all of the entities listed in Condition I;
- p) Strengthen and enhance the work environment for all of entities listed in Condition I;
- q) Support the ability of all of the entities listed in Condition I to attract and retain the talent and expertise required to best serve community needs, including but not limited to, clinical talent to those particular communities where it has previously been challenging to do so;

- r) Maintain and enhance medical group management infrastructure to benefit clinical practice, including sharing of clinical and administrative best practices;
- s) Pursue innovations in virtual healthcare and wellness;
- t) Provide cost-effective care to the communities served by all of the entities listed in Condition I with a special attention to the poor and vulnerable;
- u) Patient benefits from the anticipated stronger infrastructure;
- v) Patient benefits from the creation of new programs to fully advance the hospital systems' charitable missions;
- w) Community benefits from the anticipated unprecedented service and community benefit guarantees; and
- x) Community, particularly the poor and vulnerable, benefits from the strengthened healthcare systems.

Such report shall also include a copy of the following documents with respect to all of the entities listed in Condition I:

- a) Copies, if any, of new contractual arrangements with any of their affiliated or joint-venture providers, hospitals, surgery, ambulatory or medical centers, facilities, practice or physician groups, and other entities providing medical services for or on behalf of the entities listed in Condition I under these new contracts;
- b) Any new notices to insurers, insureds, other health care providers or competitors, or government regulators regarding the addition of any newly-affiliated medical provider to the entities listed in Condition I; and
- c) All new studies, analyses, and evaluations of or documents referring to the identity of any patient service areas, and geographic and product markets of each of the providers, independent physician associations, groups, centers, facilities, hospitals, centers, and affiliates owned or operated by the entities listed in Condition I providing medical services under any of the entities listed in Condition I's contracts.

The Chairman(s) of the Board of Directors of both Providence Health & Services and Providence Health System-Southern California and the Chief Executive Officers of Providence Health & Services, Providence Health System-Southern California, and Providence Little Company of Mary Medical Center San Pedro shall each certify that the report is true, accurate, and complete and provide documentation of the review and approval of the report by both Board's of Directors.

XVIII.

At the request of the Attorney General, all of the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XIX.

Once the Health System Combination Agreement is closed, all of the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

Exhibit 8.13

Service Commitments

The Service Commitments of the Parties, as referenced in Section 8.13 of the Health System Combination Agreement, are set forth in Paragraphs 1.0 through 9.0 below.

1.0 List of California General Acute Care Hospitals. For the purposes of this Exhibit 8.13, each general acute care hospital sponsored by either SJHS or PH&S, and located in the State of California, is set forth in the chart immediately below.

**Providence Health & Services and St. Joseph Health
Combined System Hospital Overview
Fiscal Year 2015**

Hospitals
St. Mary Medical Center
Redwood Memorial Hospital
St. Joseph Hospital, Eureka
Providence Holy Cross Medical Center
Providence Saint Joseph Medical Center
Providence Tarzana Medical Center
Providence Little Company of Mary Medical Center San Pedro
Providence Little Company of Mary Medical Center Torrance
Saint John's Health Center
Queen of the Valley Medical Center
Hoag Hospital - Newport Beach
Hoag Hospital - Irvine
Mission Hospital - Laguna Beach
Mission Hospital - Mission Viejo
St. Joseph Hospital of Orange
St. Jude Medical Center
Santa Rosa Memorial Hospital
Petaluma Valley Hospital

Source: Providence Health & Services and St. Joseph Health

For the purposes of this Exhibit 8.13, each of the foregoing acute care hospitals – with the exception of Providence Saint John's Health Center, Hoag Hospital-Newport Beach, Hoag Hospital-Irvine, and Petaluma Valley Hospital (which are discussed in Paragraphs 8.0 and 9.0 below, respectively) – is referred to herein as a "Hospital."

2.0 Licensed Acute Care Hospital Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall cause each Hospital to continue to be operated and maintained as a licensed general acute care hospital, as defined in California Health and Safety Code § 1250.

3.0 Specialty Service Commitments. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall operate and maintain certain specified services at each of the Hospitals, as set forth in Sections 3.0(a) and 3.0(b) below.

(a) **Emergency Department Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to maintain and provide twenty-four emergency medical services as currently licensed, with the same number of emergency beds/stations and with the same types of levels of service as provided as of the Closing.¹

(b) **Service Line Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to provide the health care services listed for each corresponding Hospital as specified in the tables below:

SJHS Sponsored Hospitals

St. Jude Medical Center Programs and Services	Mission Hospital Programs and Services
Anesthesia Services Cancer Care Cardiac Center Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Interventional Radiology Laboratory Services Neurosciences Obstetrics Orthopedics/NICU Palliative Care Pathology Services Rehabilitation Services Senior Services Speech Therapy Surgical Services Wellness & Fitness Women's Services Wound Care	Behavioral Health ■ Inpatient Services ■ Outpatient Services Cancer Care Cardiac Services Diabetes Care Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Intensive Care Unit (ICU) Laboratory Services Neurosciences Obstetrics/NICU Orthopedics Pediatric Services Respiratory Care Rehabilitation Services Surgical Services Trauma Care Vascular Services Women's Services

¹ This commitment is subject to reasonable and/or necessary temporary reductions in the number of emergency beds / stations in the event of construction intended to expand emergency department capacity.

**St. Mary Medical Center
Programs and Services**

Cardiac Center
Diabetes Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics/NICU
Rehabilitation Services
Surgical Services
Women's Services
Wound Care

**Queen of the Valley Medical Center
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Wellness Center
Women's Services
Wound Care

**Santa Rosa Memorial Hospital
Programs and Services**

Bariatric Surgery
Behavioral Health
■ Outpatient Services
■ Partial Hospital Program
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Trauma Care
Vascular Services
Women's Services

Saint Joseph Hospital - Orange
Programs and Services

Anesthesia Services
Bariatric Surgery
Behavioral Health
■ Inpatient Services
■ Outpatient Services
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Kidney Dialysis Center
Laboratory Services
Neurosciences
Obstetrics
Ophthalmology
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Urology
Women's Services
Wound Care

Petaluma Valley Hospital
Programs and Services

Cancer Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Vascular Services
Women's Services

St. Joseph Hospital - Eureka
Programs and Services

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

Redwood Memorial Hospital
Programs and Services

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

PH&S Sponsored Hospitals

Providence Holy Cross Medical Center Programs and Services

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour) Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Palliative Care
Pulmonary Services
Rehabilitation Services
Sub-Acute
Telemetry
Trauma Program
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Little Company of Mary Medical Center San Pedro Programs and Services

Acute Psychiatric Services
Cancer Care
Center for Optimal Aging
(Senior Services)
Chemical Dependency
Community Outreach
Diabetes Care
Emergency Services (24-hour)
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Palliative Care
Pathology Services
Psychiatric Services
Rehabilitation Services
Respiratory Care
Spiritual Care Services
Surgery Specialties
Sub-Acute Care
Women Health Services
■ Obstetrics
Wound Care

**Providence Little Company of Mary Medical Center Torrance
Programs and Services**

Blood Donor Center
Cancer Care
Cardiac & Vascular Services
Community Outreach
Emergency Services (24-hour)
Diabetes Care
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Orthopedics
Palliative Care
Pathology Services
Pediatric Services
Respiratory Care
Spiritual Care Services
Surgical Services
Rehabilitation Services
Urology
Volunteer Services
Women's Health Services
■ Obstetrics
■ NICU
Wound Care

**Providence Saint Joseph Medical Center
Programs and Services**

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pulmonary Services
Rehabilitation Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

- Ambulatory Surgery
- Cancer Care
- Cardiac Catheterization
- Cardiology
- Emergency Services (24-hour)
- Endoscopy
- Imaging/Radiology
- Intensive Care
- Interventional Radiology
- Laboratory Services
- Neurosciences
- Orthopedics
- Obstetrics/NICU
- Palliative Care
- Pediatric Services / Pediatric Intensive Care
- Pulmonary Services
- Surgical Services
- Telemetry
- Vascular Services
- Women's Health Services
- ■ Obstetrics
- ■ NICU

(A) Continue to be certified to participate in the Medicare program and have a Medicare provider number to provide the same types and levels of emergency and non-emergency services as provided as of the Closing.

5.0 City/County Contract Commitment: For a period of five (5) years from the Closing, each Hospital shall maintain each contract it has entered into with any City or County as specified on Attachment A (City/County Contract Commitments) attached hereto, unless any such contract is terminated for cause or expires in accordance with its current terms.

(continued on next page)

6.0 Charity Care Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of charity care (the "Minimum Charity Care Amount") that is no less than the amount set forth in the "2014-2015 Average" column for the corresponding Hospital in the chart below:

**Providence Health & Services and St. Joseph Health
Cost of Charity Care Summary
Fiscal Years 2014 to 2015**

Hospital	Cost of Charity to Hospital		
	2014	2015 ⁽¹⁾	2014 - 2015 Average
St. Mary Medical Center	\$7,912,528	\$4,121,065	\$6,016,797
Redwood Memorial Hospital	\$731,156	\$577,891	\$654,523
St. Joseph Hospital, Eureka	\$1,790,044	\$1,653,541	\$1,721,792
Providence Holy Cross Medical Center	\$5,634,497	\$4,762,251	\$5,198,374
Providence Saint Joseph Medical Center	\$7,319,026	\$3,056,824	\$5,187,925
Providence Tarzana Medical Center	\$2,522,462	\$1,347,479	\$1,934,970
Providence Little Company of Mary Medical Center San Pedro	\$2,523,959	\$1,189,510	\$1,856,734
Providence Little Company of Mary Medical Center Torrance	\$8,767,281	\$3,868,858	\$6,318,069
Saint John's Health Center	Subject to AG Conditional Consent January 14, 2014		
Queen of the Valley Medical Center	\$2,041,891	\$1,728,615	\$1,885,253
Hoag Hospital - Newport Beach and Irvine	Subject to AG Conditional Consent February 8, 2013		
Mission Hospital - Mission Viejo and Laguna Beach ⁽²⁾	\$7,229,156	\$4,803,937	\$6,016,546
St. Joseph Hospital of Orange	\$9,904,721	\$7,573,418	\$8,739,069
St. Jude Medical Center	\$7,737,027	\$5,705,177	\$6,721,102
Petaluma Valley Hospital	\$1,132,221	\$838,880	\$985,550
Santa Rosa Memorial Hospital	\$5,519,696	\$5,230,452	\$5,375,074
Total	\$70,765,664	\$46,457,897	\$58,611,780

Source: OSHPD Financial Disclosure Reports (2014 figures), St. Joseph Health (2015 figures)

Note: Hoag Hospital and Saint John's Health Center charity care numbers are currently the subject of Attorney General conditions from prior transactions.

(1) FY 2014 cost-to-charge ratio applied to 2015 charity charges to calculate cost of charity to hospital. Providence 2015 data is a year-to-date annualized estimate.

(2) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index - All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics). Each Hospital shall have charity care and collection policies that comply with Federal and California law.

7.0 Community Benefit Program Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of Community Benefit Services (the “Minimum Community Benefit Services Amount”) that is no less than the amount set forth in the “Hospital Commitment” column for the corresponding Hospital in the chart below:

Providence Health and Services and St. Joseph Health System
Community Benefit Expenditures by Ministry⁽¹⁾
Calendar Years 2011 to 2014

Hospital	2011	2012	2013	2014	Hospital Commitment ⁽²⁾
Providence Holy Cross Medical Center	\$1,044,252	\$933,328	\$1,050,720	\$972,003	\$1,000,076
Providence Little Company of Mary San Pedro	\$1,836,161	\$1,706,993	\$1,629,022	\$1,503,131	\$1,668,827
Providence Little Company of Mary Torrance	\$4,232,362	\$2,254,286	\$2,057,692	\$1,896,081	\$2,610,105
Providence Saint John's Health Center	Subject to AG Commitment January 14, 2014				\$3,374,251
Providence Saint Joseph Medical Center	\$1,172,156	\$929,028	\$1,058,582	\$1,155,121	\$1,078,722
Providence Tarzana Medical Center	\$612,236	\$496,883	\$476,211	\$801,568	\$596,725
Hoag Hospital - Newport Beach and Irvine	Subject to AG Commitment February 8, 2013				\$9,500,000
Mission Hospital - Mission Viejo and Laguna Beach ⁽³⁾	\$5,654,285	\$4,775,844	\$4,404,037	\$4,916,303	\$4,937,617
Petaluma Valley Hospital	\$10,000	\$92,749	\$113,748	\$176,846	\$98,336
Queen of the Valley Medical Center	\$3,215,957	\$2,888,321	\$3,298,694	\$3,465,017	\$3,216,997
Redwood Memorial Hospital	\$980,213	\$715,227	\$793,338	\$417,839	\$726,654
Santa Rosa Memorial Hospital	\$1,844,388	\$2,135,826	\$2,668,956	\$2,982,791	\$2,407,990
St. Joseph Hospital (Eureka)	\$2,357,925	\$2,501,973	\$2,073,069	\$2,061,441	\$2,248,602
St. Joseph Hospital (Orange)	\$9,984,136	\$9,825,416	\$6,865,777	\$5,554,176	\$8,057,376
St. Jude Medical Center	\$8,219,100	\$8,392,969	\$7,476,451	\$5,396,610	\$7,371,283
St. Mary Medical Center	\$3,533,168	\$3,051,705	\$2,556,292	\$4,185,791	\$3,331,739
Total Community Benefit Expenditures	\$44,696,339	\$40,700,548	\$36,522,589	\$35,484,719	\$39,351,049

Source: Providence Health and Services, St. Joseph Health System

(1) The community benefit expenditures set forth in this table reflect expenditures on the types of programs that have historically been treated by the Attorney General as community benefit programs under Title 11, Code of Regulations section 999.5(d)(5)(D). The table does not include expenditures for all SB 697 reported categories. Examples of facility expenditures or costs not included in this table are (i) the unreimbursed cost of Medicare, Medi-Cal and low-margin services, (ii) unreimbursed physician fees and/or subsidies for ED, trauma and other coverage services, (iii) services funded by third parties (e.g., grants), (iv) community benefit operation or administration costs, (v) facility use, and (vi) research.

(2) The Hospital Commitment column reflects each hospital's four year average annual commitment based on the annual community benefit expenditures during the calendar years 2011 through 2014. St. John's Medical Center and Hoag Hospital community benefit commitments are addressed in Section 9.0 of this Exhibit 8.13.

(3) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics).

In addition, SJHS and PH&S, individually or jointly or through NewCo, shall provide support to each of the community benefit programs set forth in the charts immediately below (the

(continued on next page)

“On-Going Community Benefit Programs”) for a period of five (5) years after the Closing either at the current location, at alternate locations, or through affiliation with similar organizations.

**St. Joseph Health
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015**

Hospital	Community Benefit Programs
Redwood Memorial Hospital	Community Resource Centers
St. Joseph Hospital, Eureka	Paso a Paso Program/Healthy Kids Humboldt
Santa Rosa Memorial Hospital	House Calls
Petaluma Valley Hospital	Mobile Health Clinic Promotores de Salud (Health Promoters) Healthy For Life Circle of Sisters (COS) St. Joseph Dental Clinic and Mobile Dental Clinic The Agents of Change Training is the Neighborhoods (ACTION)
Queen of the Valley Medical Center	Community Based Care Coordination and Case Management “CARE Network” Children’s Mobile Dental Clinic Obesity Prevention: “Healthy for Life” Perinatal Education and Support
St. Mary Medical Center	Community Clinic programs Health Career Programs San Bernardino County Public Health Initiatives
St. Jude Medical Center	St. Jude Neighborhood Health Center North Orange County Move More Eat Healthy Initiative Community Care Navigation Senior transportation and services to low income elderly
St. Joseph Hospital Orange	La Amistad de San Jose Family Health Center Puente a la Salud Mobile Community Clinics Imaging and laboratory Services Pharmacy Meds Program
Mission Hospital - Laguna Beach	Family Resource Centers
Mission Hospital - Mission Viejo	Community Mental Health Initiatives/Depression Initiatives Behavioral Health Camino Health Center (FQHC) Increasing Access to Health Care

Source: St. Joseph Health

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

Providence Health & Services
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Little Company of Mary - San Pedro	Creating Opportunities for Physical Activity (COPA)
Little Company of Mary - Torrance	CHIP-Access to Low Cost/Free Primary Care Vasek Polak Medical Home for the Most Vulnerable Get Out and Live (GOAL) Partners for Healthy Kids ("PFHK") Welcome Baby ⁽¹⁾
Saint John's Medical Center	Venice Family Clinic Ocean Park Community Center Westside Family Health Center Cleft Palate Clinic
Providence Holy Cross Medical Center	Access to Care Program
Providence Saint Joseph Medical Center	Faith Community Health Partnership/Latino Health Promoter
Providence Tarzana Medical Center	Senior Outreach Tattoo Removal School Nurse Services

Source: Providence Health & Services

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

8.0 Petaluma Valley Hospital. SJHS operates Petaluma Valley Hospital pursuant to a management contract that expires in January 2017. The commitments set forth in Sections 2.0 through 7.0 above shall apply to Petaluma Valley Hospital during the remaining term of the current management contract.

9.0 Providence Saint John's Health Center and Hoag Commitments. SJHS and PH&S, individually or jointly or through NewCo, shall insure full compliance with any and all Conditions of Consent previously issued by the California Attorney General, and the terms of any agreements with the California Attorney General, with respect to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian transactions, including (without limitation) (i) the Conditions of Consent set forth in the California Attorney General's January 14, 2014 and February 8, 2013 letters concerning those facilities and (ii) the March 8, 2014 Agreement between the California Attorney General and Hoag Memorial Hospital Presbyterian. Notwithstanding the foregoing, SJHS and PH&S each reserve the right (and the rights of NewCo), in accordance with Title 11, California Code of Regulations, Section 999.5(h), to seek the amendment of any such Conditions of Consent, or the terms of any other agreements with the California Attorney General, applicable to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian facilities.

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
RMH	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	4/1/06
RMH	North Coast Emergency Medical Services	EDAP Level I Designation	7/1/10
RMH	City of Blue Lake	MOU re: Blue Lake Family Resource Center	1/1/15
RMH	County of Humboldt-DHHS	Grant Agreement for Blue Lake CRC - CalWORKS and CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Rio Dell CRC - CalWORKs & CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Willow Creek CRC - CalWORKs & CalFresh	7/15/15
SJE	County of Humboldt Mental Health	Behavioral Health	1/1/15
SJE	County of Humboldt	Agreement Concerning Use of Short Wave Radio Equipment	1/3/95
SJE	Humboldt County	MOU for Death Review Panel	2/1/01
SJE	Humboldt County Children's Health Initiative	Charter	1/1/06
SJE	Humboldt County	MOU for Healthy Kids Humboldt Support	2/14/12
SJE	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	7/21/12
SJE	County of Humboldt-DHHS	CalFresh Grant Agreement	11/1/14
SJE	County of Humboldt-DHHS- Mental Health Branch	Service Agreement for Hospital Services	1/1/15
SJE	County of Humboldt-DHHS	MOU for 340B Program	1/1/15
SJE and RMH	Humboldt County Office of Education	Work Exploration Agreement for High School Students	2/3/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
QVMC	County of Napa	Business Associate Agreement #6165	7/1/03
QVMC	Napa County Child Welfare Services	MOU for Suspected Child Abuse	1/1/11
QVMC	County of Napa	Synergy Agreement #7167	1/6/09
QVMC	County of Napa w/Comm Hlth Clinic Ole, Kaiser,	MOU- Medical Emergency Coop Agmt for Healthcare Organizations	12/18/07
QVMC	Napa County Health & Human Services, Public	MOU for Napa Fussy Baby Collaborative	3/4/13
QVMC	County of Napa	PSA for Services re: Calif AIDS Master Grant Agmt for HIV Care #3236	7/1/13
QVMC	County of Napa	Designation as a Level III Trauma Center #7657	7/1/13
QVMC	County of Napa	Hospital Preparedness Program (HPP) Coalition Participation Agreement	8/14/13
QVMC	County of Napa	Grant Agreement #8157 Tobacco Settlement	7/1/14
QVMC	First 5 Napa County Children and Family Comm.	Grant Agreement #510-15 for Dental Van	7/1/14
QVMC	County of Napa	PSA for Medi-Cal Administrative Activities #8146	7/1/14
QVMC	Napa County Alcohol and Drug Services Division	MOU for Drug and Alcohol Counseling	3/5/15
SRMH	County of Sonoma	Provision of Services/Medication Management Grant	7/1/15
Hoag	Children's And Families Commission of OC	Agreement for early Childhood Development Svcs	2/5/14
Hoag	County of Orange	Agreement for the provision of certain HIV Services	3/1/15
Hoag	County of Orange	Indigent and Trauma Care	7/1/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
MH	County of Orange	Indigent and Trauma Care	7/1/14
MH	County of Orange	Medi-Cal Admin Svcs	7/1/15
MH	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Caregiver Resource Center	7/1/14
SJMC	County of Orange	Indigent and Trauma Care	7/1/14
SJMC	County of Orange	Designated ER Services	7/1/13
SJMC	Childrens and Families Commission	Early Childhood Development	2/5/14
SJMC	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Paternity Opportunity Program	9/9/14
SJO	County of Orange	Indigent and Trauma Care	7/1/14
SJO	County of Orange	Designated ER Services	7/1/13
SJO	County of Orange	MSN - Medical Safety Net	7/1/15
PVH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency Organizations to coordinate services in disaster situations	10/1/06
PVH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
PVH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
SRM and PVH	County of Sonoma	Mental Health Services Agreement No. 2015-0023-A00	4/15/15
SRMH	Sonoma County Indian Health Project (SCIHP)	Medi-Cal	8/1/14
SRMH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency to coordinate services in disaster situations	5/15/06
SRMH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
SRMH	County of Sonoma	Level II Trauma Center Designation	5/1/10
SRMH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
SRMH	County of Sonoma	EMS Base Hospital Agreement	7/1/15
SRMH	County of Sonoma	STEMI Receiving Center Agreement	7/1/15

Key:

RMH = Redwood Memorial Hospital
 SJE = St. Joseph Hospital, Eureka
 QVMC = Queen of the Valley Medical Center
 SRMH = Santa Rosa Memorial Hospital
 Hoag = Hoag Hospital – Newport Beach / Irvine
 MH = Mission Hospital – Mission Viejo / Laguna Beach
 SJMC = St. Jude Medical Center
 SJO = St. Joseph Hospital of Orange
 PVH = Petaluma Valley Hospital

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
San Pedro			
PHS-So. Cal dba Providence Little Co. of Mary Med. Ctr San Pedro	County of Los Angeles	Psychiatric Inpatient Hospital Services to Medi-Cal Beneficiaries eligible for such services under the Medi-Cal Fee-For-Service program	7/1/15
Providence Little Co. of Mary Ctr (San Pedro)	Los Angeles County Dept of Health Services Emergency Medical Services Agency	SART Center Confirmation Agreement	4/20/15
Torrance			
Little Company of Mary Hospital (Torrance)	County of Los Angeles	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	6/30/08
Little Company of Mary Medical Center (Torrance)	County of Los Angeles	Memorandum of Understanding re Child Support Services	9/24/14-10/31/18
Providence Little Company of Mary-Torrance	County of Los Angeles	Agreement for Participation in Hospital Preparedness Program	1/1/13-6/30/18
Providence Little Company of Mary Medical Center San Pedro	Los Angeles County Children and Families First Proposition 10 Commission (AKA First 5 LA)	Grant Agreement	1/1/15-6/30/16
Providence Little Company of Mary Torrance	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
St. John's			
Sisters of Charity of Leavenworth Health System, Inc. re Saint John's Hospital and Health Center	City of Santa Monica	Development Agreement and Amendment Re Construction for Improvements	10/4/11
Providence Saint John's Health Center	County of Los Angeles	Department of Mental Health (mental health services)	7/1/15
Providence Saint John's Child and Family Development Center	City of Santa Monica Mental Health Services	Will Rogers Learning Development Center/ Child Youth Development Project	7/1/15-6/30/16
Providence Saint John's Health Center	City of Santa Monica	Human Services Grants Program Short Term Grant Agreement	7/1/15-9/30/15

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Providence Saint John's Health Center	County of Los Angeles	Los Angeles County Children and Families First Proposition 10 Commission (A KA First LA) Grant Agreement re Partnerships for Family Initiative	1/1/15-6/30/16
Holy Cross			
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re Stroke Center	6/10/10-5/9/12
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re ST-Elevation Myocardial Infarction Receiving Center	9/1/13-8/31/16
Providence Holy Cross Medical Center	Los Angeles County	Paramedic Base Hospital Services Agreement	1/1/13-6/30/17
Providence Health System So. CA. dba Providence Holy Cross Medical Center	Los Angeles County	Trauma Center Service Agreement, as amended	7/1/08-12/31/15
St. Joseph's			
Providence Saint Joseph Medical Center	County of Los Angeles	Hospital Preparedness Program Agreement, as amended.	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement	10/19/09-3/22/10
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	EDAP Confirmation Agreement	12/5/11-12/4/14
Providence Health System-Southern California DBA Providence Saint Joseph Medical Center	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	SRC Confirmation Agreement	6/1/13-3/31/16

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Tarzana			
Encino Tarzana Regional Medical Center-Tarzana	County of Los Angeles – Department of Health Services Emergency Medical Services Agency	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	7/1/06-6/30/07
Providence Health and Services DBA Providence Tarzan Medical Center	County of Los Angeles	Expanded Agreement re Hospital Bioterrorism Preparedness	1/1/01-12/31/-12
Providence Tarzana Medical Center	County of Los Angeles, Child Support Services Department	Intra-County Plan of Cooperation re guidelines for an effective social security program	10/1/09
Providence Tarzana Medical center	Los Angeles County Department of Health Services Emergency Medical Services Agency	Stroke Center Confirmation Agreement re Caring for Stroke Population of LA County	4/1/10-5/31/12
Providence Tarzana Medical Center	Los Angeles County Emergency Department	Approved for Pediatrics (EDAP) Confirmation Agreement	12/5/11-12/5/14
Providence Tarzana Medical Center	Los Angeles County Department of Health Services- Emergency Medical Services Agency	SRC Confirmation Agreement re Approved ST-Elevation Myocardial Infarction Receiving Center (SRC)	4/1/10/3/31/12
Providence Tarzana Medical Center	County of Los Angeles Department of Public Health, Acute Communicable Disease Control Program	Confidential Data Use Agreement	7/22/09

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ANALYSIS OF PROVIDENCE LITTLE COMPANY OF MARY MEDICAL CENTER-SAN PEDRO'S SERVICE AREA

Service Area Definition

Based upon Little Company-San Pedro's 2014 inpatient discharges, Little Company-San Pedro's service area is comprised of 12 ZIP Codes from which 80% of its inpatient discharges originated. Approximately 54% of Little Company-San Pedro's discharges originated from the top two ZIP Codes located in San Pedro. In 2014, Little Company-San Pedro's market share in the service area was approximately 13% based on total area discharges.

SERVICE AREA PATIENT ORIGIN MARKET SHARE BY ZIP CODE: 2014						
ZIP Codes	Community	Total Discharges	% of Discharges	Cumulative % of Discharges	Total Area Discharges	Market Share
90731	San Pedro	2,564	39.3%	39.3%	6,551	39.1%
90732	San Pedro	950	14.6%	53.9%	2,394	39.7%
90744	Wilmington	522	8.0%	61.9%	4,854	10.8%
90275	Rancho Palos Verdes	462	7.1%	69.0%	3,473	13.3%
90745	Carson	158	2.4%	71.4%	6,045	2.6%
90710	Harbor City	152	2.3%	73.7%	2,374	6.4%
90717	Lomita	104	1.6%	75.3%	2,241	4.6%
90501	Torrance	94	1.4%	76.7%	3,867	2.4%
90274	Palos Verdes Peninsula	85	1.3%	78.0%	2,168	3.9%
90505	Torrance	54	0.8%	78.9%	3,516	1.5%
90502	Torrance	51	0.8%	79.7%	1,863	2.7%
90733	San Pedro	11	0.2%	79.8%	56	19.6%
Subtotal		5,207	79.8%	79.8%	39,402	13.2%
Other ZIPs		1,316	20.2%	100%		
Total		6,523	100%			

Note: Excludes normal newborns

Source: OSHPD Patient Discharge Database

Exhibit 2

Conditions to Change in Control and Governance of Providence Little Company of Mary Medical Center Torrance¹ and Approval Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services and the Supplemental Agreement by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian

I.

These Conditions shall be legally binding on the following entities: Providence St. Joseph Health, a Washington nonprofit corporation, Providence Health & Services, a Washington nonprofit corporation, St. Joseph Health System, a California nonprofit public benefit corporation, St. Joseph Health Ministry, a California nonprofit public benefit corporation, Covenant Health Network, Inc., a California nonprofit public benefit corporation, St. Mary Medical Center, a California nonprofit public benefit corporation, Redwood Memorial Hospital of Fortuna, California nonprofit public benefit corporation, St. Joseph Hospital of Eureka, a California nonprofit public benefit corporation, Queen of the Valley Medical Center, a California nonprofit public benefit corporation, Hoag Memorial Hospital Presbyterian, a California nonprofit public benefit corporation, Mission Hospital Regional Medical Center, a California nonprofit public benefit corporation, St. Joseph Hospital of Orange, a California nonprofit public benefit corporation, St. Jude Hospital, a California nonprofit public benefit corporation, Santa Rosa Memorial Hospital, a California nonprofit public benefit corporation, SRM Alliance Hospital Service, a California nonprofit public benefit corporation, Providence Health System – Southern California, a California nonprofit religious corporation, Providence Saint John’s Health Center, a California nonprofit religious corporation, any other subsidiary, parent, general partner, limited partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of any of the above-listed entities, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of Providence Little Company of Mary Medical Center Torrance or the real property on which Providence Little Company of Mary Medical Center Torrance is located, any and all current and future owners, lessees, licensees, or operators of Providence Little Company of Mary Medical Center Torrance, and any and all current and future lessees and owners of the real property on which Providence Little Company of Mary Medical Center Torrance is located.

¹ Throughout this document, the term “Providence Little Company of Mary Medical Center Torrance” shall mean the general acute care hospital located at 4101 Torrance Blvd., Torrance, CA 90503, the skilled nursing facility located at 4320 Maricopa Street, Torrance, CA 90503, and any other clinics, laboratories, units, services, or beds included on the license issued to Providence Health System-Southern California (doing business as Providence Little Company of Mary Medical Center San Pedro and Providence Little Company of Mary Transitional Care Center, respectively) by the California Department of Public Health, effective November 1, 2015, unless otherwise indicated.

II.

The transaction approved by the Attorney General consists of the Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services, dated November 23, 2015, and the Supplemental Agreement made and entered into by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian, dated September 30, 2015, and any and all amendments, agreements, or documents referenced in or attached to as an exhibit or schedule to the Health System Combination Agreement and the Supplemental Agreement.

All of the entities listed in Condition I shall fulfill the terms of these agreements or documents and shall notify the Attorney General in writing of any proposed modification or rescission of any of the terms of these agreements or documents. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5923.

III.

For eleven fiscal years from the closing date of the Health System Combination Agreement, Providence St. Joseph Health, Providence Health & Services, Providence Health System-Southern California, and all future owners, managers, lessees, licensees, or operators of Providence Little Company of Mary Medical Center Torrance shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

(a) Sell, transfer, lease, exchange, option, convey, manage, or otherwise dispose of Providence Little Company of Mary Medical Center Torrance; or

(b) Transfer control, responsibility, management, or governance of Providence Little Company of Mary Medical Center Torrance. The substitution or addition of a new corporate member or members of Providence St. Joseph Health, Providence Health & Services, or Providence Health System-Southern California that transfers the control of, responsibility for, or governance of Providence Little Company of Mary Medical Center Torrance shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing bodies of Providence St. Joseph Health, Providence Health & Services, or Providence Health System-Southern California, or any arrangement, written or oral, that would transfer voting control of the members of the governing bodies of Providence St. Joseph Health, Providence Health & Services, or Providence Health System-Southern California shall also be deemed a transfer for purposes of this Condition.

IV.

For ten years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall operate and maintain Providence Little Company of Mary Medical Center Torrance as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250).

V.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain and provide the following healthcare services at current² licensure and designation with the current types and/or levels of services at Providence Little Company of Mary Medical Center Torrance:

- a) 24-hour emergency medical services, including a minimum of 29 emergency treatment stations, designation as a Paramedic Base Hospital, and designation as an Emergency Department Approved for Pediatrics;
- b) Cardiac services, including 2 cardiac catheterization labs and designation as a STEMI Receiving Center;
- c) Critical care services, including a minimum of 28 intensive care beds;
- d) Obstetrics services, including a minimum of 22 obstetrics beds;
- e) Neonatal intensive care services, including a minimum of 20 neonatal intensive care beds and designation as a Level III Neonatal Intensive Care Unit;
- f) Pediatric services, including a minimum of 8 pediatric beds;
- g) Neurosciences services, including advanced certification as a Primary Stroke Center; and
- h) Women's health services, including those provided at Providence Little Company of Mary Women's Center.

Providence Health & Services and Providence Health System-Southern California shall not place all or any portion of the above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.

VI.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain and provide skilled nursing services at current licensure and designation with the current types and/or levels of services, including a minimum of 90 skilled nursing beds, at Providence Little Company of Mary Transitional Care Center, located at 4320 Maricopa Street, Torrance, CA 90503.

VII.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain and provide the following healthcare services at Providence Little Company of Mary Medical Center Torrance at current licensure and designation with the current types and/or levels of services as committed to in Exhibit 8.13 of the Health System Combination Agreement attached hereto as Exhibit 1:

- a) Blood donor center services;

² The term "current" or "currently" throughout this document means as of November 1, 2015.

- b) Cancer care services;
- c) Community outreach services;
- d) Diabetes services;
- e) Endocrinology services;
- f) Imaging/radiology services;
- g) Internal medicine services;
- h) Laboratory services;
- i) Nutritional services;
- j) Orthopedic services;
- k) Palliative care services;
- l) Pathology services;
- m) Respiratory services;
- n) Spiritual care services;
- o) Surgical services;
- p) Rehabilitation services;
- q) Urology services;
- r) Volunteer services; and
- s) Wound care services.

Within the first year after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall begin implementation of the Providence Health & Services' Clinical Institutes' program across the system in order to deliver better patient outcomes across the most common conditions causing hospitalization. Such implementation shall include the areas of cancer care and musculoskeletal disease. Within two years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health implementation of the Providence Health & Services' Clinical Institutes' program shall also include the areas of neurosciences, cardiovascular, and digestive health.

VIII.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall:

- a) Be certified to participate in the Medi-Cal program at Providence Little Company of Mary Medical Center Torrance;
- b) Have a Medi-Cal Managed Care contract with the Local Initiative: LA Care Health Plan or its successor to provide the same types and levels of emergency and non-emergency services at Providence Little Company of Mary Medical Center Torrance to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause; and

c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at Providence Little Company of Mary Medical Center Torrance to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care) as required in these Conditions.

IX.

For six fiscal years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall provide an annual amount of Charity Care (as defined below) at Providence Little Company of Mary Medical Center Torrance equal to or greater than \$9,390,898 (the Minimum Charity Care Amount). For purposes hereof, the term “charity care” shall mean the amount of charity care costs (not charges) incurred by Providence Health & Services and Providence Health System-Southern California in connection with the operation and provision of services at Providence Little Company of Mary Medical Center Torrance. The definition and methodology for calculating “charity care” and the methodology for calculating “costs” shall be the same as that used by Office of Statewide Health Planning Development (OSHPD) for annual hospital reporting purposes.³ Providence Health & Services and Providence Health System-Southern California shall use and maintain a charity care policy that is no less favorable than its current charity care policy at Providence Little Company of Mary Medical Center Torrance and in compliance with California and Federal law.

Providence Health & Services’ and Providence Health System-Southern California’s obligation under this Condition shall be prorated on a daily basis if the closing date of the Health System Combination Agreement is a date other than the first day of Providence Health & Services and Providence Health System-Southern California’s fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100” (as published by the U.S. Bureau of Labor Statistics).

After the closing date of the Health System Combination Agreement, if the actual amount of charity care provided at Providence Little Company of Mary Medical Center Torrance for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, Providence Health & Services and Providence Health System-Southern California shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide direct health care services to residents in Providence Little Company of Mary Medical Center Torrance’s service area (34 ZIP codes), as defined on page 51 of the Health Care Impact Report, dated March 28, 2016, and attached hereto

³ OSHPD defines charity care by contrasting charity care and bad debt. According to OSHPD, “the determination of what is classified as . . . charity care can be made by establishing whether or not the patient has the ability to pay. The patient’s accounts receivable must be written off as bad debt if the patient has the ability but is unwilling to pay off the account.”

as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

The 2010 Federal Patient Protection and Affordable Care Act may cause a reduction in future needs of charity care. Any actual reduction will be considered “unforeseen” for purposes of Title 11, California Code of Regulations, section 999.5, subdivision (h).

X.

For six fiscal years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall provide an annual amount of Community Benefit Services at Providence Little Company of Mary Medical Center Torrance equal to or greater than \$5,906,776 (the “Minimum Community Benefit Services Amount”) exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered:

- a) Children’s Health Insurance Program;
- b) Creating Opportunities for Physical Activity;
- c) Palliative Care Assessments;
- d) Partners for Healthy Kids (PFHK);
- e) Preventive Education (GOAL);
- f) Trinity Kids Care (Hospice);
- g) Vasek Polak Health Clinic; and
- h) Welcome Baby.

Providence Health & Services’ and Providence Health System-Southern California’s obligation under this Condition shall be prorated on a daily basis if the effective date of the Health System Combination Agreement is a date other than the first day of Providence Health System-Southern California’s fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100” (as published by the U.S. Bureau of Labor Statistics).

If the actual amount of community benefit services provided at Providence Little Company of Mary Medical Center Torrance for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, Providence Health & Services and Providence Health System-Southern California shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide community benefit services for residents in Providence Little Company of Mary Medical Center Torrance’s service area (34 ZIP codes), as defined on page 51 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

XI.

For five years from the closing date of the Health System Combination Agreement, Providence Health & Services and Providence Health System-Southern California shall maintain their contracts, including any superseding, successor, or replacement contracts, and any amendments and exhibits thereto with the County of Los Angeles and/or its subdivisions, departments, or agencies for services at Providence Little Company of Mary Medical Center Torrance including the following⁴:

- a) Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds), dated June 30, 2008;
- b) Los Angeles County Children and Families First Proposition 10 Commission Grant Agreement; dated January 1, 2015;
- c) Agreement By and Between the County of Los Angeles and Providence Little Company of Mary Torrance for Paramedic Base Hospital Services, No. H-705702, dated January 1, 2013;
- d) Memorandum of Understanding re: Child Support Services, dated September 24, 2014; and
- e) Agreement By and Between the County of Los Angeles and Providence Little Company of Mary Medical Center Torrance for Participation in the Hospital Preparedness Program, No. H-705563, dated January 1, 2013.

XII.

Providence St. Joseph Health, Providence Health & Services, and Providence Health System-Southern California shall commit the necessary investments required to meet and maintain OSHPD seismic compliance requirements at Providence Little Company of Mary Medical Center Torrance through 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Saf. Code, § 129675-130070).

XIII.

Providence St. Joseph Health, Providence Health & Services, and Providence Health System-Southern California shall complete any capital projects as committed to in the Health System Combination Agreement and the Supplemental Agreement.

Within the first three years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall implement a mental health initiative, with an initial expenditure of \$30 million, in the California communities served by their local ministries (\$10 million per year for each of the first 3 years after the closing date). These funds will be expended solely in California and will be used to

⁴ The dates referenced in this Condition are either the date the agreement was entered into, the date the agreement was executed, in the title of the agreement, or the original or current effective date of the agreement.

identify and address the treatment and causes of mental illness including, but not limited to, mental health counseling, disorders affecting children, depressive disorders, psychotic disorders, treatment for addictive behavior, homelessness and other root causes and effects of mental illness.

XIV.

Providence Health & Services and Providence Health System-Southern California shall maintain privileges for current medical staff at Providence Little Company of Mary Medical Center Torrance who are in good standing as of the closing date of the Health System Combination Agreement. Further, the closing of the Health System Combination Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure at Providence Little Company of Mary Medical Center Torrance.

For eleven fiscal years after the closing date of the Health System Combination Agreement, all of the entities listed in Condition I shall continue to maintain multi-disciplinary local ministry ethics teams at each hospital and the teams shall consist of physicians, nurses, social workers, chaplains, and ethicists. The application of the Ethical and Religious Directives shall continue to be conducted on a case-by-case basis taking into account the clinical and ethical factors presented in each case by the multi-disciplinary local ministry ethics teams.

XV.

There shall be no discrimination against any lesbian, gay, bisexual, or transgender individuals at Providence Little Company of Mary Medical Center Torrance. This prohibition must be explicitly set forth in Providence Health System-Southern California's written policies, adhered to, and strictly enforced.

XVI.

For eleven fiscal years from the closing date of the Health System Combination Agreement Providence Health & Services and Providence Health System-Southern California shall submit to the Attorney General, no later than four months after the conclusion of each fiscal year, a report describing in detail compliance with each Condition set forth herein.

Such report shall also describe in detail the specific steps taken by all of the entities listed in Condition I and provide any supporting and objective evidence and documentation that set forth how the below enumerated transaction benefits are being accomplished with respect to all of the entities listed in Condition I:

- a) Optimize clinical services and health benefits;
- b) Expand community benefit programs;
- c) Achieve greater affordability and access for health care services;
- d) Share clinical and administrative best practices across regions and communities;

- e) Promote outstanding clinical care and greatly improve the patient experience;
- f) Develop the necessary infrastructure for a population health management effort that truly advances healthier communities;
- g) Advance innovations in health care that will benefit future generations;
- h) Create broader opportunities for advocacy in connection with social justice, with particular emphasis on the poor and vulnerable;
- i) Make possible closer integration and/or adoption of specific programs to address the needs of the poor and vulnerable;
- j) Enhance the delivery of health care through a nonprofit, charitable model;
- k) Improve patient access, patient safety, the quality, continuity and coordination of care and improved patient satisfaction with the care and service provided, utilizing a holistic approach focused on the body, mind and spirit;
- l) Develop a stronger infrastructure, including clinical and administrative expertise, for serving specific populations, such as Medi-Cal and the uninsured, in order to promote the health of recipients and use resources more effectively;
- m) Provide a greater ability to combine and coordinate the response to community needs across increased scale and a broader geography;
- n) Spread and adopt the triple aim in the areas of clinical expertise, growth, diversification, innovation and shared services;
- o) Obtain specific financial benefits through access to capital through the creation of a single obligated group that will allow both health systems to become jointly and severally liable for all combined organization tax-exempt debt, allocate risk and optimize borrowing strategy for all of the entities listed in Condition I;
- p) Strengthen and enhance the work environment for all of the entities listed in Condition I;
- q) Support the ability of all of the entities listed in Condition I to attract and retain the talent and expertise required to best serve community needs, including but not limited to, clinical talent to those particular communities where it has previously been challenging to do so;
- r) Maintain and enhance medical group management infrastructure to benefit clinical practice, including sharing of clinical and administrative best practices;
- s) Pursue innovations in virtual healthcare and wellness;
- t) Provide cost-effective care to the communities served by all of the entities listed in Condition I with a special attention to the poor and vulnerable;

- u) Patient benefits from the anticipated stronger infrastructure;
- v) Patient benefits from the creation of new programs to fully advance the hospital systems' charitable missions;
- w) Community benefits from the anticipated unprecedented service and community benefit guarantees; and
- x) Community, particularly the poor and vulnerable, benefits from the strengthened healthcare systems.

Such report shall also include a copy of the following documents with respect to the all of the entities listed in Condition I:

- a) Copies, if any, of new contractual arrangements with any of their affiliated or joint-venture providers, hospitals, surgery, ambulatory or medical centers, facilities, practice or physician groups, and other entities providing medical services for or on behalf of the entities listed in Condition I under these new contracts;
- b) Any new notices to insurers, insureds, other health care providers or competitors, or government regulators regarding the addition of any newly-affiliated medical provider to the entities listed in Condition I; and
- c) All new studies, analyses, and evaluations of or documents referring to the identity of any patient service areas, and geographic and product markets of each of the providers, independent physician associations, groups, centers, facilities, hospitals, centers, and affiliates owned or operated by the entities listed in Condition I providing medical services under any of the entities listed in Condition I's contracts.

The Chairman(s) of the Board of Directors of both Providence Health & Services and Providence Health System-Southern California and the Chief Executive Officers of Providence Health & Services, Providence Health System-Southern California, and Providence Little Company of Mary Medical Center Torrance shall each certify that the report is true, accurate, and complete and provide documentation of the review and approval of the report by both Board's of Directors.

XVII.

At the request of the Attorney General, all of the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XVIII.

Once the Health System Combination Agreement is closed, all of the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

Exhibit 8.13

Service Commitments

The Service Commitments of the Parties, as referenced in Section 8.13 of the Health System Combination Agreement, are set forth in Paragraphs 1.0 through 9.0 below.

1.0 List of California General Acute Care Hospitals. For the purposes of this Exhibit 8.13, each general acute care hospital sponsored by either SJHS or PH&S, and located in the State of California, is set forth in the chart immediately below.

Providence Health & Services and St. Joseph Health
Combined System Hospital Overview
Fiscal Year 2015

Hospitals
St. Mary Medical Center
Redwood Memorial Hospital
St. Joseph Hospital, Eureka
Providence Holy Cross Medical Center
Providence Saint Joseph Medical Center
Providence Tarzana Medical Center
Providence Little Company of Mary Medical Center San Pedro
Providence Little Company of Mary Medical Center Torrance
Saint John's Health Center
Queen of the Valley Medical Center
Hoag Hospital - Newport Beach
Hoag Hospital - Irvine
Mission Hospital - Laguna Beach
Mission Hospital - Mission Viejo
St. Joseph Hospital of Orange
St. Jude Medical Center
Santa Rosa Memorial Hospital
Petaluma Valley Hospital

Source: Providence Health & Services and St. Joseph Health

For the purposes of this Exhibit 8.13, each of the foregoing acute care hospitals – with the exception of Providence Saint John's Health Center, Hoag Hospital-Newport Beach, Hoag Hospital-Irvine, and Petaluma Valley Hospital (which are discussed in Paragraphs 8.0 and 9.0 below, respectively) – is referred to herein as a "Hospital."

2.0 Licensed Acute Care Hospital Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall cause each Hospital to continue to be operated and maintained as a licensed general acute care hospital, as defined in California Health and Safety Code § 1250.

3.0 Specialty Service Commitments. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall operate and maintain certain specified services at each of the Hospitals, as set forth in Sections 3.0(a) and 3.0(b) below.

(a) **Emergency Department Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to maintain and provide twenty-four emergency medical services as currently licensed, with the same number of emergency beds/stations and with the same types of levels of service as provided as of the Closing.¹

(b) **Service Line Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to provide the health care services listed for each corresponding Hospital as specified in the tables below:

SJHS Sponsored Hospitals

St. Jude Medical Center Programs and Services	Mission Hospital Programs and Services
Anesthesia Services	Behavioral Health
Cancer Care	■ Inpatient Services
Cardiac Center	■ Outpatient Services
Emergency Services (24-hour)	Cancer Care
Gastroenterology	Cardiac Services
Imaging/Radiology Services	Diabetes Care
Interventional Radiology	Emergency Services (24-hour)
Laboratory Services	Gastroenterology
Neurosciences	Imaging/Radiology Services
Obstetrics	Intensive Care Unit (ICU)
Orthopedics/NICU	Laboratory Services
Palliative Care	Neurosciences
Pathology Services	Obstetrics/NICU
Rehabilitation Services	Orthopedics
Senior Services	Pediatric Services
Speech Therapy	Respiratory Care
Surgical Services	Rehabilitation Services
Wellness & Fitness	Surgical Services
Women's Services	Trauma Care
Wound Care	Vascular Services
	Women's Services

¹ This commitment is subject to reasonable and/or necessary temporary reductions in the number of emergency beds / stations in the event of construction intended to expand emergency department capacity.

**St. Mary Medical Center
Programs and Services**

Cardiac Center
Diabetes Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics/NICU
Rehabilitation Services
Surgical Services
Women's Services
Wound Care

**Queen of the Valley Medical Center
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Wellness Center
Women's Services
Wound Care

**Santa Rosa Memorial Hospital
Programs and Services**

Bariatric Surgery
Behavioral Health
■ Outpatient Services
■ Partial Hospital Program
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Trauma Care
Vascular Services
Women's Services

Saint Joseph Hospital - Orange
Programs and Services

Anesthesia Services
Bariatric Surgery
Behavioral Health
■ Inpatient Services
■ Outpatient Services
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Kidney Dialysis Center
Laboratory Services
Neurosciences
Obstetrics
Ophthalmology
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Urology
Women's Services
Wound Care

Petaluma Valley Hospital
Programs and Services

Cancer Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Vascular Services
Women's Services

St. Joseph Hospital - Eureka
Programs and Services

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

Redwood Memorial Hospital
Programs and Services

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

PH&S Sponsored Hospitals

Providence Holy Cross Medical Center Programs and Services

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour) Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Palliative Care
Pulmonary Services
Rehabilitation Services
Sub-Acute
Telemetry
Trauma Program
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Little Company of Mary Medical Center San Pedro Programs and Services

Acute Psychiatric Services
Cancer Care
Center for Optimal Aging
(Senior Services)
Chemical Dependency
Community Outreach
Diabetes Care
Emergency Services (24-hour)
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Palliative Care
Pathology Services
Psychiatric Services
Rehabilitation Services
Respiratory Care
Spiritual Care Services
Surgery Specialties
Sub-Acute Care
Women Health Services
■ Obstetrics
Wound Care

**Providence Little Company of Mary Medical Center Torrance
Programs and Services**

Blood Donor Center
Cancer Care
Cardiac & Vascular Services
Community Outreach
Emergency Services (24-hour)
Diabetes Care
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Orthopedics
Palliative Care
Pathology Services
Pediatric Services
Respiratory Care
Spiritual Care Services
Surgical Services
Rehabilitation Services
Urology
Volunteer Services
Women's Health Services
■ Obstetrics
■ NICU
Wound Care

**Providence Saint Joseph Medical Center
Programs and Services**

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pulmonary Services
Rehabilitation Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

**Providence Tarzana Medical Center
Programs and Services**

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pediatric Services / Pediatric Intensive Care
Pulmonary Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

4.0 Medicare / Medi-Cal Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital:

(A) Continue to be certified to participate in the Medicare program and have a Medicare provider number to provide the same types and levels of emergency and non-emergency services as provided as of the Closing.

(B) Continue to be certified to participate in the Medi-Cal program, and continue to maintain Medi-Cal Managed Care contracts, on competitive terms, that provide the same types of and levels of emergency services and non-emergency services as the Parties' existing Medi-Cal Managed Care contracts.

5.0 City/County Contract Commitment: For a period of five (5) years from the Closing, each Hospital shall maintain each contract it has entered into with any City or County as specified on Attachment A (City/County Contract Commitments) attached hereto, unless any such contract is terminated for cause or expires in accordance with its current terms.

(continued on next page)

6.0 Charity Care Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of charity care (the "Minimum Charity Care Amount") that is no less than the amount set forth in the "2014-2015 Average" column for the corresponding Hospital in the chart below:

**Providence Health & Services and St. Joseph Health
Cost of Charity Care Summary
Fiscal Years 2014 to 2015**

Hospital	Cost of Charity to Hospital		
	2014	2015 ⁽¹⁾	2014 - 2015 Average
St. Mary Medical Center	\$7,912,528	\$4,121,065	\$6,016,797
Redwood Memorial Hospital	\$731,156	\$577,891	\$654,523
St. Joseph Hospital, Eureka	\$1,790,044	\$1,653,541	\$1,721,792
Providence Holy Cross Medical Center	\$5,634,497	\$4,762,251	\$5,198,374
Providence Saint Joseph Medical Center	\$7,319,026	\$3,056,824	\$5,187,925
Providence Tarzana Medical Center	\$2,522,462	\$1,347,479	\$1,934,970
Providence Little Company of Mary Medical Center San Pedro	\$2,523,959	\$1,189,510	\$1,856,734
Providence Little Company of Mary Medical Center Torrance	\$8,767,281	\$3,868,858	\$6,318,069
Saint John's Health Center	Subject to AG Conditional Consent January 14, 2014		
Queen of the Valley Medical Center	\$2,041,891	\$1,728,615	\$1,885,253
Hoag Hospital - Newport Beach and Irvine	Subject to AG Conditional Consent February 8, 2013		
Mission Hospital - Mission Viejo and Laguna Beach ⁽²⁾	\$7,229,156	\$4,803,937	\$6,016,546
St. Joseph Hospital of Orange	\$9,904,721	\$7,573,418	\$8,739,069
St. Jude Medical Center	\$7,737,027	\$5,705,177	\$6,721,102
Petaluma Valley Hospital	\$1,132,221	\$838,880	\$985,550
Santa Rosa Memorial Hospital	\$5,519,696	\$5,230,452	\$5,375,074
Total	\$70,765,664	\$46,457,897	\$58,611,780

Source: OSHPD Financial Disclosure Reports (2014 figures), St. Joseph Health (2015 figures)

Note: Hoag Hospital and Saint John's Health Center charity care numbers are currently the subject of Attorney General conditions from prior transactions.

(1) FY 2014 cost-to-charge ratio applied to 2015 charity charges to calculate cost of charity to hospital. Providence 2015 data is a year-to-date annualized estimate.

(2) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics). Each Hospital shall have charity care and collection policies that comply with Federal and California law.

7.0 Community Benefit Program Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of Community Benefit Services (the "Minimum Community Benefit Services Amount") that is no less than the amount set forth in the "Hospital Commitment" column for the corresponding Hospital in the chart below:

Providence Health and Services and St. Joseph Health System
Community Benefit Expenditures by Ministry⁽¹⁾
Calendar Years 2011 to 2014

Hospital	2011	2012	2013	2014	Hospital Commitment ⁽²⁾
Providence Holy Cross Medical Center	\$1,044,252	\$933,328	\$1,050,720	\$972,003	\$1,000,076
Providence Little Company of Mary San Pedro	\$1,836,161	\$1,706,993	\$1,629,022	\$1,503,131	\$1,668,827
Providence Little Company of Mary Torrance	\$4,232,362	\$2,254,286	\$2,057,692	\$1,896,081	\$2,610,105
Providence Saint John's Health Center	Subject to AG Commitment January 14, 2014				\$3,374,251
Providence Saint Joseph Medical Center	\$1,172,156	\$929,028	\$1,058,582	\$1,155,121	\$1,078,722
Providence Tarzana Medical Center	\$612,236	\$496,883	\$476,211	\$801,568	\$596,725
Hoag Hospital - Newport Beach and Irvine	Subject to AG Commitment February 8, 2013				\$9,500,000
Mission Hospital - Mission Viejo and Laguna Beach ⁽³⁾	\$5,654,285	\$4,775,844	\$4,404,037	\$4,916,303	\$4,937,617
Petaluma Valley Hospital	\$10,000	\$92,749	\$113,748	\$176,846	\$98,336
Queen of the Valley Medical Center	\$3,215,957	\$2,888,321	\$3,298,694	\$3,465,017	\$3,216,997
Redwood Memorial Hospital	\$980,213	\$715,227	\$793,338	\$417,839	\$726,654
Santa Rosa Memorial Hospital	\$1,844,388	\$2,135,826	\$2,668,956	\$2,982,791	\$2,407,990
St. Joseph Hospital (Eureka)	\$2,357,925	\$2,501,973	\$2,073,069	\$2,061,441	\$2,248,602
St. Joseph Hospital (Orange)	\$9,984,136	\$9,825,416	\$6,865,777	\$5,554,176	\$8,057,376
St. Jude Medical Center	\$8,219,100	\$8,392,969	\$7,476,451	\$5,396,610	\$7,371,283
St. Mary Medical Center	\$3,533,168	\$3,051,705	\$2,556,292	\$4,185,791	\$3,331,739
Total Community Benefit Expenditures	\$44,696,339	\$40,700,548	\$36,522,589	\$35,484,719	\$39,351,049

Source: Providence Health and Services, St. Joseph Health System

(1) The community benefit expenditures set forth in this table reflect expenditures on the types of programs that have historically been treated by the Attorney General as community benefit programs under Title 11, Code of Regulations section 999.5(d)(5)(D). The table does not include expenditures for all SB 697 reported categories. Examples of facility expenditures or costs not included in this table are (i) the unreimbursed cost of Medicare, Medi-Cal and low-margin services, (ii) unreimbursed physician fees and/or subsidies for ED, trauma and other coverage services, (iii) services funded by third parties (e.g., grants), (iv) community benefit operation or administration costs, (v) facility use, and (vi) research.

(2) The Hospital Commitment column reflects each hospital's four year average annual commitment based on the annual community benefit expenditures during the calendar years 2011 through 2014. St. John's Medical Center and Hoag Hospital community benefit commitments are addressed in Section 9.0 of this Exhibit 8.13.

(3) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics).

In addition, SJHS and PH&S, individually or jointly or through NewCo, shall provide support to each of the community benefit programs set forth in the charts immediately below (the

(continued on next page)

“On-Going Community Benefit Programs”) for a period of five (5) years after the Closing either at the current location, at alternate locations, or through affiliation with similar organizations.

St. Joseph Health
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Redwood Memorial Hospital	Community Resource Centers
St. Joseph Hospital, Eureka	Paso a Paso Program/Healthy Kids Humboldt
Santa Rosa Memorial Hospital	House Calls
Petaluma Valley Hospital	Mobile Health Clinic Promotores de Salud (Health Promoters) Healthy For Life Circle of Sisters (COS) St. Joseph Dental Clinic and Mobile Dental Clinic The Agents of Change Training in the Neighborhoods (ACTION)
Queen of the Valley Medical Center	Community Based Care Coordination and Case Management “CARE Network” Children’s Mobile Dental Clinic Obesity Prevention: “Healthy for Life” Perinatal Education and Support
St. Mary Medical Center	Community Clinic programs Health Career Programs San Bernardino County Public Health Initiatives
St. Jude Medical Center	St. Jude Neighborhood Health Center North Orange County Move More Eat Healthy Initiative Community Care Navigation Senior transportation and services to low income elderly
St. Joseph Hospital Orange	La Amistad de San Jose Family Health Center Puente a la Salud Mobile Community Clinics Imaging and laboratory Services Pharmacy Meds Program
Mission Hospital - Laguna Beach	Family Resource Centers
Mission Hospital - Mission Viejo	Community Mental Health Initiatives/Depression Initiatives Behavioral Health Camino Health Center (FQHC) Increasing Access to Health Care

Source: St. Joseph Health

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

Providence Health & Services
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Little Company of Mary - San Pedro	Creating Opportunities for Physical Activity (COPA)
Little Company of Mary - Torrance	CHIP-Access to Low Cost/Free Primary Care Vasek Polak Medical Home for the Most Vulnerable Get Out and Live (GOAL) Partners for Healthy Kids ("PFHK") Welcome Baby ⁽¹⁾
Saint John's Medical Center	Venice Family Clinic Ocean Park Community Center Westside Family Health Center Cleft Palate Clinic
Providence Holy Cross Medical Center	Access to Care Program
Providence Saint Joseph Medical Center	Faith Community Health Partnership/Latino Health Promoter
Providence Tarzana Medical Center	Senior Outreach Tattoo Removal School Nurse Services

Source: Providence Health & Services

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

8.0 Petaluma Valley Hospital. SJHS operates Petaluma Valley Hospital pursuant to a management contract that expires in January 2017. The commitments set forth in Sections 2.0 through 7.0 above shall apply to Petaluma Valley Hospital during the remaining term of the current management contract.

9.0 Providence Saint John's Health Center and Hoag Commitments. SJHS and PH&S, individually or jointly or through NewCo, shall insure full compliance with any and all Conditions of Consent previously issued by the California Attorney General, and the terms of any agreements with the California Attorney General, with respect to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian transactions, including (without limitation) (i) the Conditions of Consent set forth in the California Attorney General's January 14, 2014 and February 8, 2013 letters concerning those facilities and (ii) the March 8, 2014 Agreement between the California Attorney General and Hoag Memorial Hospital Presbyterian. Notwithstanding the foregoing, SJHS and PH&S each reserve the right (and the rights of NewCo), in accordance with Title 11, California Code of Regulations, Section 999.5(h), to seek the amendment of any such Conditions of Consent, or the terms of any other agreements with the California Attorney General, applicable to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian facilities.

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
RMH	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	4/1/06
RMH	North Coast Emergency Medical Services	EDAP Level I Designation	7/1/10
RMH	City of Blue Lake	MOU re: Blue Lake Family Resource Center	1/1/15
RMH	County of Humboldt-DHHS	Grant Agreement for Blue Lake CRC - CalWORKS and CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Rio Dell CRC - CalWORKs & CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Willow Creek CRC - CalWORKs & CalFresh	7/15/15
SJE	County of Humboldt Mental Health	Behavioral Health	1/1/15
SJE	County of Humboldt	Agreement Concerning Use of Short Wave Radio Equipment	1/3/95
SJE	Humboldt County	MOU for Death Review Panel	2/1/01
SJE	Humboldt County Children's Health Initiative	Charter	1/1/06
SJE	Humboldt County	MOU for Healthy Kids Humboldt Support	2/14/12
SJE	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	7/21/12
SJE	County of Humboldt-DHHS	CalFresh Grant Agreement	11/1/14
SJE	County of Humboldt-DHHS-Mental Health Branch	Service Agreement for Hospital Services	1/1/15
SJE	County of Humboldt-DHHS	MOU for 340B Program	1/1/15
SJE and RMH	Humboldt County Office of Education	Work Exploration Agreement for High School Students	2/3/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
QVMC	County of Napa	Business Associate Agreement #6165	7/1/03
QVMC	Napa County Child Welfare Services	MOU for Suspected Child Abuse	1/1/11
QVMC	County of Napa	Synergy Agreement #7167	1/6/09
QVMC	County of Napa w/Comm Hlth Clinic Ole, Kaiser,	MOU- Medical Emergency Coop Agmt for Healthcare Organizations	12/18/07
QVMC	Napa County Health & Human Services, Public	MOU for Napa Fussy Baby Collaborative	3/4/13
QVMC	County of Napa	PSA for Services re: Calif AIDS Master Grant Agmt for HIV Care #3236	7/1/13
QVMC	County of Napa	Designation as a Level III Trauma Center #7657	7/1/13
QVMC	County of Napa	Hospital Preparedness Program (HPP) Coalition Participation Agreement	8/14/13
QVMC	County of Napa	Grant Agreement #8157 Tobacco Settlement	7/1/14
QVMC	First 5 Napa County Children and Family Comm.	Grant Agreement #510-15 for Dental Van	7/1/14
QVMC	County of Napa	PSA for Medi-Cal Administrative Activities #8146	7/1/14
QVMC	Napa County Alcohol and Drug Services Division	MOU for Drug and Alcohol Counseling	3/5/15
SRMH	County of Sonoma	Provision of Services/Medication Management Grant	7/1/15
Hoag	Children's And Families Commission of OC	Agreement for early Childhood Development Svcs	2/5/14
Hoag	County of Orange	Agreement for the provision of certain HIV Services	3/1/15
Hoag	County of Orange	Indigent and Trauma Care	7/1/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
MH	County of Orange	Indigent and Trauma Care	7/1/14
MH	County of Orange	Medi-Cal Admin Svcs	7/1/15
MH	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Caregiver Resource Center	7/1/14
SJMC	County of Orange	Indigent and Trauma Care	7/1/14
SJMC	County of Orange	Designated ER Services	7/1/13
SJMC	Childrens and Families Commission	Early Childhood Development	2/5/14
SJMC	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Paternity Opportunity Program	9/9/14
SJO	County of Orange	Indigent and Trauma Care	7/1/14
SJO	County of Orange	Designated ER Services	7/1/13
SJO	County of Orange	MSN - Medical Safety Net	7/1/15
PVH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency Organizations to coordinate services in disaster situations	10/1/06
PVH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
PVH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
SRM and PVH	County of Sonoma	Mental Health Services Agreement No. 2015-0023-A00	4/15/15
SRMH	Sonoma County Indian Health Project (SCIHP)	Medi-Cal	8/1/14
SRMH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency to coordinate services in disaster situations	5/15/06
SRMH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
SRMH	County of Sonoma	Level II Trauma Center Designation	5/1/10
SRMH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
SRMH	County of Sonoma	EMS Base Hospital Agreement	7/1/15
SRMH	County of Sonoma	STEMI Receiving Center Agreement	7/1/15

Key:

RMH = Redwood Memorial Hospital
 SJE = St. Joseph Hospital, Eureka
 QVMC = Queen of the Valley Medical Center
 SRMH = Santa Rosa Memorial Hospital
 Hoag = Hoag Hospital – Newport Beach / Irvine
 MH = Mission Hospital – Mission Viejo / Laguna Beach
 SJMC = St. Jude Medical Center
 SJO = St. Joseph Hospital of Orange
 PVH = Petaluma Valley Hospital

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
San Pedro			
PHS-So. Cal dba Providence Little Co. of Mary Med. Ctr San Pedro	County of Los Angeles	Psychiatric Inpatient Hospital Services to Medi-Cal Beneficiaries eligible for such services under the Medi-Cal Fee-For-Service program	7/1/15
Providence Little Co. of Mary Ctr (San Pedro)	Los Angeles County Dept of Health Services Emergency Medical Services Agency	SART Center Confirmation Agreement	4/20/15
Torrance			
Little Company of Mary Hospital (Torrance)	County of Los Angeles	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	6/30/08
Little Company of Mary Medical Center (Torrance)	County of Los Angeles	Memorandum of Understanding re Child Support Services	9/24/14-10/31/18
Providence Little Company of Mary-Torrance	County of Los Angeles	Agreement for Participation in Hospital Preparedness Program	1/1/13-6/30/18
Providence Little Company of Mary Medical Center San Pedro	Los Angeles County Children and Families First Proposition 10 Commission (AKA First 5 LA)	Grant Agreement	1/1/15-6/30/16
Providence Little Company of Mary Torrance	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
St. John's			
Sisters of Charity of Leavenworth Health System, Inc. re Saint John's Hospital and Health Center	City of Santa Monica	Development Agreement and Amendment Re Construction for Improvements	10/4/11
Providence Saint John's Health Center	County of Los Angeles	Department of Mental Health (mental health services)	7/1/15
Providence Saint John's Child and Family Development Center	City of Santa Monica Mental Health Services	Will Rogers Learning Development Center/ Child Youth Development Project	7/1/15-6/30/16
Providence Saint John's Health Center	City of Santa Monica	Human Services Grants Program Short Term Grant Agreement	7/1/15-9/30/15

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Providence Saint John's Health Center	County of Los Angeles	Los Angeles County Children and Families First Proposition 10 Commission (A KA First LA) Grant Agreement re Partnerships for Family Initiative	1/1/15-6/30/16
Holy Cross			
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re Stroke Center	6/10/10-5/9/12
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re ST-Elevation Myocardial Infarction Receiving Center	9/1/13-8/31/16
Providence Holy Cross Medical Center	Los Angeles County	Paramedic Base Hospital Services Agreement	1/1/13-6/30/17
Providence Health System So. CA. dba Providence Holy Cross Medical Center	Los Angeles County	Trauma Center Service Agreement, as amended	7/1/08-12/31/15
St. Joseph's			
Providence Saint Joseph Medical Center	County of Los Angeles	Hospital Preparedness Program Agreement, as amended.	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement	10/19/09-3/22/10
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	EDAP Confirmation Agreement	12/5/11-12/4/14
Providence Health System-Southern California DBA Providence Saint Joseph Medical Center	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	SRC Confirmation Agreement	6/1/13-3/31/16

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Tarzana			
Encino Tarzana Regional Medical Center-Tarzana	County of Los Angeles – Department of Health Services Emergency Medical Services Agency	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	7/1/06-6/30/07
Providence Health and Services DBA Providence Tarzan Medical Center	County of Los Angeles	Expanded Agreement re Hospital Bioterrorism Preparedness	1/1/01-12/31/-12
Providence Tarzana Medical Center	County of Los Angeles, Child Support Services Department	Intra-County Plan of Cooperation re guidelines for an effective social security program	10/1/09
Providence Tarzana Medical center	Los Angeles County Department of Health Services Emergency Medical Services Agency	Stroke Center Confirmation Agreement re Caring for Stroke Population of LA County	4/1/10-5/31/12
Providence Tarzana Medical Center	Los Angeles County Emergency Department	Approved for Pediatrics (EDAP) Confirmation Agreement	12/5/11-12/5/14
Providence Tarzana Medical Center	Los Angeles County Department of Health Services- Emergency Medical Services Agency	SRC Confirmation Agreement re Approved ST-Elevation Myocardial Infarction Receiving Center (SRC)	4/1/10/3/31/12
Providence Tarzana Medical Center	County of Los Angeles Department of Public Health, Acute Communicable Disease Control Program	Confidential Data Use Agreement	7/22/09

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ANALYSIS OF PROVIDENCE LITTLE COMPANY OF MARY MEDICAL CENTER- TORRANCE'S SERVICE AREA

Service Area Definition

Based upon Little Company-Torrance's 2014 inpatient discharges, Little Company-Torrance's service area is comprised of 34 ZIP Codes from which 83% of its inpatient discharges originated. Approximately 50% of Little Company-Torrance's discharges originated from the top 10 ZIP Codes located in Hawthorne, Torrance, Redondo Beach, Lawndale, Gardena, Carson, and Manhattan Beach. In 2014, Little Company-Torrance's market share in the service area was approximately 15% based on total area discharges.

SERVICE AREA PATIENT ORIGIN MARKET SHARE BY ZIP CODE: 2014						
ZIP Codes	Community	Total Discharges	% of Discharges	Cumulative % of Discharges	Total Area Discharges	Market Share
90250	Hawthorne	1,961	9.7%	9.7%	9,340	21.0%
90503	Torrance	1,661	8.2%	18.0%	4,371	38.0%
90278	Redondo Beach	1,098	5.4%	23.4%	3,418	32.1%
90260	Lawndale	1,015	5.0%	28.5%	3,120	32.5%
90277	Redondo Beach	899	4.5%	32.9%	3,026	29.7%
90504	Torrance	835	4.1%	37.1%	2,905	28.7%
90247	Gardena	817	4.1%	41.1%	5,222	15.6%
90745	Carson	751	3.7%	44.8%	6,045	12.4%
90501	Torrance	720	3.6%	48.4%	3,867	18.6%
90266	Manhattan Beach	675	3.3%	51.8%	2,419	27.9%
90505	Torrance	657	3.3%	55.0%	3,516	18.7%
90249	Gardena	502	2.5%	57.5%	2,801	17.9%
90275	Rancho Palos Verdes	427	2.1%	59.6%	3,473	12.3%
90304	Inglewood	415	2.1%	61.7%	2,436	17.0%
90254	Hermosa Beach	400	2.0%	63.7%	1,236	32.4%
90303	Inglewood	341	1.7%	65.4%	2,940	11.6%
90274	Palos Verdes Peninsula	333	1.7%	67.0%	2,168	15.4%
90047	Los Angeles	325	1.6%	68.6%	6,888	4.7%
90746	Carson	314	1.6%	70.2%	2,988	10.5%
90301	Inglewood	314	1.6%	71.8%	4,774	6.6%
90044	Los Angeles	303	1.5%	73.3%	11,765	2.6%
90502	Torrance	288	1.4%	74.7%	1,863	15.5%
90731	San Pedro	274	1.4%	76.0%	6,551	4.2%
90717	Lomita	264	1.3%	77.4%	2,241	11.8%
90248	Gardena	239	1.2%	78.5%	1,145	20.9%
90245	El Segundo	227	1.1%	79.7%	1,179	19.3%
90710	Harbor City	217	1.1%	80.7%	2,374	9.1%
90744	Wilmington	198	1.0%	81.7%	4,854	4.1%
90732	San Pedro	157	0.8%	82.5%	2,394	6.6%
90305	Inglewood	101	0.5%	83.0%	1,814	5.6%
90510	Torrance	14	0.1%	83.1%	69	20.3%
90251	Hawthorne	7	0.0%	83.1%	50	14.0%
90261	Lawndale	6	0.0%	83.1%	16	37.5%
90748	Wilmington	5	0.0%	83.2%	62	8.1%
Subtotal		16,760	83.2%	83.2%	113,330	14.8%
Other ZIPs		3,393	16.8%	100%		
Total		20,153	100.0%			

Note: Excludes normal newborns

Source: OSHPD Patient Discharge Database

Exhibit 2

Conditions to Change in Control and Governance of St. Joseph Hospital of Eureka¹ and Approval Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services and the Supplemental Agreement by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian

I.

These Conditions shall be legally binding on the following entities: Providence St. Joseph Health, a Washington nonprofit corporation, Providence Health & Services, a Washington nonprofit corporation, St. Joseph Health System, a California nonprofit public benefit corporation, St. Joseph Health Ministry, a California nonprofit public benefit corporation, Covenant Health Network, Inc., a California nonprofit public benefit corporation, St. Mary Medical Center, a California nonprofit public benefit corporation, St. Joseph Hospital of Eureka (St. Joseph Hospital of Eureka Corporation), a California nonprofit public benefit corporation, Redwood Memorial Hospital of Fortuna, California nonprofit public benefit corporation, Queen of the Valley Medical Center, a California nonprofit public benefit corporation, Hoag Memorial Hospital Presbyterian, a California nonprofit public benefit corporation, Mission Hospital Regional Medical Center, a California nonprofit public benefit corporation, St. Joseph Hospital of Orange, a California nonprofit public benefit corporation, St. Jude Hospital, a California nonprofit public benefit corporation, Santa Rosa Memorial Hospital, a California Nonprofit public benefit corporation, SRM Alliance Hospital Services, a California nonprofit public benefit corporation, Providence Health System – Southern California, a California nonprofit religious corporation, Providence Saint John’s Health Center, a California nonprofit religious corporation, any other subsidiary, parent, general partner, limited partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of any of the above-listed entities, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of St. Joseph Hospital of Eureka, or the real property on which St. Joseph Hospital is located, any and all current and future owners, lessees, licensees, or operators of St. Joseph Hospital of Eureka, and any and all current and future lessees and owners of the real property on which St. Joseph Hospital of Eureka is located.

II.

The transaction approved by the Attorney General consists of the Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services, dated November 23, 2015, and the Supplemental Agreement made and entered into by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital

¹ Throughout this document, the term “St. Joseph Hospital of Eureka” shall mean the general acute care hospital located at 2700 Dolbeer St., Eureka, CA 95501-4736, and “The General Hospital” located at 2200 Harrison Ave., Eureka, CA 95501-3215, and any other clinics, laboratories, units, services, or beds included on the license issued to St. Joseph Hospital of Eureka (also referred to as St. Joseph Hospital) by the California Department of Public Health, effective November 1, 2015, unless otherwise indicated.

Presbyterian, dated September 30, 2015, and any and all amendments, agreements, or documents referenced in or attached to as an exhibit or schedule to the Health System Combination Agreement and the Supplemental Agreement.

All of the entities listed in Condition I shall fulfill the terms of these agreements or documents and shall notify the Attorney General in writing of any proposed modification or rescission of any of the terms of these agreements or documents. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5923.

III.

For eleven fiscal years from the closing date of the Health System Combination Agreement, Providence St. Joseph Health, St. Joseph Health System, St. Joseph Hospital of Eureka Corporation, and all future owners, managers, lessees, licensees, or operators of St. Joseph Hospital of Eureka shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

(a) Sell, transfer, lease, exchange, option, convey, manage, or otherwise dispose of St. Joseph Hospital of Eureka; or

(b) Transfer control, responsibility, management, or governance of St. Joseph Hospital of Eureka. The substitution or addition of a new corporate member or members of Providence St. Joseph Health, St. Joseph Health System, or St. Joseph Hospital of Eureka Corporation that transfers the control of, responsibility for, or governance of St. Joseph Hospital of Eureka shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or St. Joseph Hospital of Eureka Corporation, or any arrangement, written or oral, that would transfer voting control of the members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or St. Joseph Hospital of Eureka Corporation shall also be deemed a transfer for purposes of this Condition.

IV.

For ten years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Eureka Corporation shall operate and maintain St. Joseph Hospital of Eureka as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250).

V.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Eureka Corporation shall maintain and provide the following 24-hour emergency medical services at current² licensure and designation with the current types and/or levels of services at St. Joseph Hospital of Eureka:

² The term "current" or "currently" throughout this document means as of November 1, 2015.

- a) 20 emergency treatment stations at a minimum and designation as a Modified Base Hospital; and
- b) Sexual Assault Response Team.

VI.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Eureka Corporation shall maintain and provide the following healthcare services at current licensure and designation with the current types and/or levels of services at St. Joseph Hospital of Eureka:

- a) Cardiac services, including a minimum of two cardiac catheterization labs;
- b) Intensive care services, including a minimum of 8 intensive care beds and 4 coronary care beds;
- c) Obstetrics services, including a minimum of 11 obstetrics beds;
- d) Neonatal intensive care services, including a minimum of 5 neonatal intensive care beds and designation as a Level II Neonatal Intensive Care Unit;
- e) Pediatric services; and
- f) Inpatient and outpatient rehabilitation services, including a minimum of 10 rehabilitation beds to be provided at either St. Joseph Hospital-Eureka or Redwood Memorial Hospital;
- g) The Care Transitions Program; and
- h) Women's services, including digital mammography and stereotactic breast biopsy and those services provided at the Diagnostic Imaging Services Outpatient Imaging Center.

St. Joseph Health System and St. Joseph Hospital of Eureka Corporation shall not place all or any portion of the above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.

VII.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Eureka Corporation shall maintain and provide the following healthcare services at St. Joseph Hospital of Eureka at current licensure and designation with the current types and/or levels of services as committed to in Exhibit 8.13 of the Health System Combination Agreement attached hereto as Exhibit 1:

- a) Cancer care services;
- b) Gastroenterology services;
- c) Imaging/radiology services;
- d) Interventional radiology services;
- e) Laboratory services;
- f) Neurosciences services;
- g) Orthopedics services;
- h) Palliative care services; and
- i) Surgical services.

Within the first year after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall begin implementation of the Providence Health & Services' Clinical Institutes' program across the system in order to deliver better patient outcomes across the most common conditions causing hospitalization. Such implementation shall include the areas of cancer care and musculoskeletal disease. Within two years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health implementation of the Providence Health & Services' Clinical Institutes' program shall also include the areas of neurosciences, cardiovascular, and digestive health.

VIII.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Eureka Corporation shall:

- a) Be certified to participate in the Medi-Cal program at St. Joseph Hospital of Eureka;
- b) Maintain and have Medi-Cal Managed Care contracts with Partnership Health Plan or its successor, to provide the same types and levels of emergency and non-emergency services at St. Joseph Hospital of Eureka to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause; and
- c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at St. Joseph Hospital of Eureka to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care) as required in these Conditions.

IX.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Eureka Corporation shall provide an annual amount of Charity Care (as defined below) at St. Joseph Hospital of Eureka equal to or greater than \$2,061,068 (the Minimum Charity Care Amount). For purposes hereof, the term "charity care" shall mean the amount of charity care costs (not charges) incurred by St. Joseph Health System and St. Joseph Hospital of Eureka Corporation in connection with the operation and provision of services at St. Joseph Hospital of Eureka. The definition and methodology for calculating "charity care" and the methodology for calculating "costs" shall be the same as that used by Office of Statewide Health Planning Development (OSHPD) for annual hospital reporting purposes.³ St. Joseph Health System and St. Joseph Hospital of Eureka Corporation

³ OSHPD defines charity care by contrasting charity care and bad debt. According to OSHPD, "the determination of what is classified as . . . charity care can be made by establishing whether

shall use and maintain a charity care policy that is no less favorable than its current charity care policy at St. Joseph Hospital of Eureka and in compliance with California and Federal law.

St. Joseph Health System's and St. Joseph Hospital of Eureka Corporation's obligation under this Condition shall be prorated on a daily basis if the closing date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System's and St. Joseph Hospital of Eureka Corporation's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) on an annual basis by the rate of inflation as measured by the Consumer Price Index for the West Region.

After the closing date of the Health System Combination Agreement, if the actual amount of charity care provided at St. Joseph Hospital of Eureka for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, St. Joseph Health System and St. Joseph Hospital of Eureka Corporation shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide direct health care services to residents in St. Joseph Hospital of Eureka's service area (40 ZIP codes), as defined on page 50 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

The 2010 Federal Patient Protection and Affordable Care Act may cause a reduction in future needs of charity care. Any actual reduction will be considered "unforeseen" for purposes of Title 11, California Code of Regulations, section 999.5, subdivision (h).

X.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Eureka Corporation shall provide an annual amount of Community Benefit Services at St. Joseph Hospital of Eureka equal to or greater than \$2,668,736 (the "Minimum Community Benefit Services Amount") exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered:

- a) Healthy Kids Humboldt;
- b) Evergreen Lodge Cancer Patient Housing; and
- c) Support for Humboldt Open Door Clinic.

St. Joseph Health System's and St. Joseph Hospital of Eureka Corporation's obligation under this Condition shall be prorated on a daily basis if the effective date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System's and St. Joseph Hospital of Eureka Corporation's fiscal year.

or not the patient has the ability to pay. The patient's accounts receivable must be written off as bad debt if the patient has the ability but is unwilling to pay off the account."

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) on an annual basis by the rate of inflation as measured by the Consumer Price Index for the West Region.

If the actual amount of community benefit services provided at St. Joseph Hospital of Eureka for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, St. Joseph Health System, and St. Joseph Hospital of Eureka shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide community benefit services for residents in St. Joseph Hospital of Eureka's service area (40 ZIP codes), as defined on page 50 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

XI.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Eureka Corporation shall maintain their contracts, including any superseding, successor, or replacement contracts, and any amendments and exhibits thereto with the County of Humboldt and/or its subdivisions, departments, or agencies for services at St. Joseph Hospital of Eureka including the following⁴:

- a) Behavioral Health Agreement, dated January 1, 2015;
- b) Use of Short Wave Radio Equipment Agreement dated January 3, 1995;
- c) Memorandum of Understanding for Death Review Panel, dated February 1, 2001;
- d) Charter Agreement dated January 1, 2006;
- e) Memorandum of Understanding, related to Healthy Kids Humboldt Program, dated February 14, 2012;
- f) Modified Base Hospital Medical Control Agreement, dated July 21, 2012;
- g) Agreement for Services, related to CalFresh Program, dated January 5, 2016;
- h) Service Agreement for Hospital Services with the Mental Health Branch, dated December 16, 2014 and December 16, 2015;
- i) Memorandum of Understanding for 340B Program, dated January 1, 2015;
- j) Work Exploration Agreement for High School Students, dated February 3, 2014;
- k) Memorandum of Understanding Between the Humboldt County Department of Health and Human Services, Public Health Branch and Contractor [St. Joseph Hospital], related to the transfer of medical surge assets, dated June 21, 2012; and
- l) Reciprocal Transfer Agreement, dated June 7, 2014.

⁴ The dates referenced in this Condition are either the date the agreement was entered into, the date the agreement was executed, in the title of the agreement, or the original or current effective date of the agreement.

XII.

Providence St. Joseph Health, St. Joseph Health System, and St. Joseph Hospital of Eureka Corporation shall commit the necessary investments required to meet and maintain OSHPD seismic compliance requirements at St. Joseph Hospital of Eureka through 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Saf. Code, § 129675-130070).

XIII.

Providence St. Joseph Health, St. Joseph Health System, and St. Joseph Hospital of Eureka Corporation shall complete any capital projects as committed to in the Health System Combination Agreement and the Supplemental Agreement.

Within the first three years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall implement a mental health initiative, with an initial expenditure of \$30 million, in the California communities served by their local ministries (\$10 million per year for each of the first 3 years after the closing date). These funds will be expended solely in California and will be used to identify and address the treatment and causes of mental illness including, but not limited to, mental health counseling, disorders affecting children, depressive disorders, psychotic disorders, treatment for addictive behavior, homelessness and other root causes and effects of mental illness.

XIV.

St. Joseph Health System and St. Joseph Hospital of Eureka Corporation shall maintain privileges for current medical staff at St. Joseph Hospital of Eureka who are in good standing as of the closing date of the Health System Combination Agreement. Further, the closing of the Health System Combination Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure at St. Joseph Hospital of Eureka.

For eleven fiscal years after the closing date of the Health System Combination Agreement, all of the entities listed in Condition I shall continue to maintain multi-disciplinary local ministry ethics teams at each hospital and the teams shall consist of physicians, nurses, social workers, chaplains, and ethicists. The application of the Ethical and Religious Directives shall continue to be conducted on a case-by-case basis taking into account the clinical and ethical factors presented in each case by the multi-disciplinary local ministry ethics teams.

XV.

There shall be no discrimination against any lesbian, gay, bisexual, or transgender individuals at St. Joseph Hospital of Eureka. This prohibition must be explicitly set forth in St. Joseph Hospital of Eureka Corporation's written policies, adhered to, and strictly enforced.

XVI.

For eleven fiscal years from the closing date of the Health System Combination Agreement St. Joseph Health System and St. Joseph Hospital of Eureka Corporation shall submit to the Attorney General, no later than four months after the conclusion of each fiscal year, a report describing in detail compliance with each Condition set forth herein.

Such report shall also describe in detail the specific steps taken by all of the entities listed in Condition I and provide any supporting and objective evidence and documentation that set forth how the below enumerated transaction benefits are being accomplished with respect to all of the entities listed in Condition I:

- a) Optimize clinical services and health benefits;
- b) Expand community benefit programs;
- c) Achieve greater affordability and access for health care services;
- d) Share clinical and administrative best practices across regions and communities;
- e) Promote outstanding clinical care and greatly improve the patient experience;
- f) Develop the necessary infrastructure for a population health management effort that truly advances healthier communities;
- g) Advance innovations in health care that will benefit future generations;
- h) Create broader opportunities for advocacy in connection with social justice, with particular emphasis on the poor and vulnerable;
- i) Make possible closer integration and/or adoption of specific programs to address the needs of the poor and vulnerable;
- j) Enhance the delivery of health care through a nonprofit, charitable model;
- k) Improve patient access, patient safety, the quality, continuity and coordination of care and improved patient satisfaction with the care and service provided, utilizing a holistic approach focused on the body, mind and spirit;
- l) Develop a stronger infrastructure, including clinical and administrative expertise, for serving specific populations, such as Medi-Cal and the uninsured, in order to promote the health of recipients and use resources more effectively;
- m) Provide a greater ability to combine and coordinate the response to community needs across increased scale and a broader geography;
- n) Spread and adopt the triple aim in the areas of clinical expertise, growth, diversification, innovation and shared services;

- o) Obtain specific financial benefits through access to capital through the creation of a single obligated group that will allow both health systems to become jointly and severally liable for all combined organization tax-exempt debt, allocate risk and optimize borrowing strategy for all of the entities listed in Condition I;
- p) Strengthen and enhance the work environment for all of the entities listed in Condition I;
- q) Support the ability of all of the entities listed in Condition I to attract and retain the talent and expertise required to best serve community needs, including but not limited to, clinical talent to those particular communities where it has previously been challenging to do so;
- r) Maintain and enhance medical group management infrastructure to benefit clinical practice, including sharing of clinical and administrative best practices;
- s) Pursue innovations in virtual healthcare and wellness;
- t) Provide cost-effective care to the communities served by all of the entities listed in Condition I with a special attention to the poor and vulnerable;
- u) Patient benefits from the anticipated stronger infrastructure;
- v) Patient benefits from the creation of new programs to fully advance the hospital systems' charitable missions;
- w) Community benefits from the anticipated unprecedented service and community benefit guarantees; and
- x) Community, particularly the poor and vulnerable, benefits from the strengthened healthcare systems.

Such report shall also include a copy of the following documents with respect to all of the entities listed in Condition I:

- a) Copies, if any, of new contractual arrangements with any of their affiliated or joint-venture providers, hospitals, surgery, ambulatory or medical centers, facilities, practice or physician groups, and other entities providing medical services for or on behalf of the entities listed in Condition I under these new contracts;
- b) Any new notices to insurers, insureds, other health care providers or competitors, or government regulators regarding the addition of any newly-affiliated medical provider to the entities listed in Condition I; and
- c) All new studies, analyses, and evaluations of or documents referring to the identity of any patient service areas, and geographic and product markets of each of the providers, independent physician associations, groups, centers, facilities, hospitals, centers, and affiliates owned or operated by the entities listed in Condition I providing medical services under any of the entities listed in Condition I's contracts.

The Chairman(s) of the Board of Directors of both St. Joseph Health System and St. Joseph Hospital of Eureka Corporation and the Chief Executive Officers of both St. Joseph Health System and St. Joseph Hospital of Eureka Corporation shall each certify that the report is true, accurate, and complete and provide documentation of the review and approval of the report by both Boards of Directors.

XVII.

At the request of the Attorney General, all of the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XVIII.

Once the Health System Combination Agreement is closed, all of the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

Exhibit 8.13

Service Commitments

The Service Commitments of the Parties, as referenced in Section 8.13 of the Health System Combination Agreement, are set forth in Paragraphs 1.0 through 9.0 below.

1.0 List of California General Acute Care Hospitals. For the purposes of this Exhibit 8.13, each general acute care hospital sponsored by either SJHS or PH&S, and located in the State of California, is set forth in the chart immediately below.

Providence Health & Services and St. Joseph Health
Combined System Hospital Overview
Fiscal Year 2015

Hospitals
St. Mary Medical Center
Redwood Memorial Hospital
St. Joseph Hospital, Eureka
Providence Holy Cross Medical Center
Providence Saint Joseph Medical Center
Providence Tarzana Medical Center
Providence Little Company of Mary Medical Center San Pedro
Providence Little Company of Mary Medical Center Torrance
Saint John's Health Center
Queen of the Valley Medical Center
Hoag Hospital - Newport Beach
Hoag Hospital - Irvine
Mission Hospital - Laguna Beach
Mission Hospital - Mission Viejo
St. Joseph Hospital of Orange
St. Jude Medical Center
Santa Rosa Memorial Hospital
Petaluma Valley Hospital

Source: Providence Health & Services and St. Joseph Health

For the purposes of this Exhibit 8.13, each of the foregoing acute care hospitals – with the exception of Providence Saint John's Health Center, Hoag Hospital-Newport Beach, Hoag Hospital-Irvine, and Petaluma Valley Hospital (which are discussed in Paragraphs 8.0 and 9.0 below, respectively) – is referred to herein as a "Hospital."

2.0 Licensed Acute Care Hospital Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall cause each Hospital to continue to be operated and maintained as a licensed general acute care hospital, as defined in California Health and Safety Code § 1250.

3.0 Specialty Service Commitments. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall operate and maintain certain specified services at each of the Hospitals, as set forth in Sections 3.0(a) and 3.0(b) below.

(a) **Emergency Department Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to maintain and provide twenty-four emergency medical services as currently licensed, with the same number of emergency beds/stations and with the same types of levels of service as provided as of the Closing.¹

(b) **Service Line Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to provide the health care services listed for each corresponding Hospital as specified in the tables below:

SJHS Sponsored Hospitals

St. Jude Medical Center Programs and Services	Mission Hospital Programs and Services
Anesthesia Services Cancer Care Cardiac Center Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Interventional Radiology Laboratory Services Neurosciences Obstetrics Orthopedics/NICU Palliative Care Pathology Services Rehabilitation Services Senior Services Speech Therapy Surgical Services Wellness & Fitness Women's Services Wound Care	Behavioral Health ■ Inpatient Services ■ Outpatient Services Cancer Care Cardiac Services Diabetes Care Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Intensive Care Unit (ICU) Laboratory Services Neurosciences Obstetrics/NICU Orthopedics Pediatric Services Respiratory Care Rehabilitation Services Surgical Services Trauma Care Vascular Services Women's Services

¹ This commitment is subject to reasonable and/or necessary temporary reductions in the number of emergency beds / stations in the event of construction intended to expand emergency department capacity.

**St. Mary Medical Center
Programs and Services**

Cardiac Center
Diabetes Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics/NICU
Rehabilitation Services
Surgical Services
Women's Services
Wound Care

**Queen of the Valley Medical Center
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Wellness Center
Women's Services
Wound Care

**Santa Rosa Memorial Hospital
Programs and Services**

Bariatric Surgery
Behavioral Health
■ Outpatient Services
■ Partial Hospital Program
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Trauma Care
Vascular Services
Women's Services

Saint Joseph Hospital - Orange
Programs and Services

Anesthesia Services
Bariatric Surgery
Behavioral Health
■ Inpatient Services
■ Outpatient Services
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Kidney Dialysis Center
Laboratory Services
Neurosciences
Obstetrics
Ophthalmology
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Urology
Women's Services
Wound Care

Petaluma Valley Hospital
Programs and Services

Cancer Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Vascular Services
Women's Services

St. Joseph Hospital - Eureka
Programs and Services

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

Redwood Memorial Hospital
Programs and Services

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

PH&S Sponsored Hospitals

Providence Holy Cross Medical Center Programs and Services

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour) Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Palliative Care
Pulmonary Services
Rehabilitation Services
Sub-Acute
Telemetry
Trauma Program
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Little Company of Mary Medical Center San Pedro Programs and Services

Acute Psychiatric Services
Cancer Care
Center for Optimal Aging
(Senior Services)
Chemical Dependency
Community Outreach
Diabetes Care
Emergency Services (24-hour)
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Palliative Care
Pathology Services
Psychiatric Services
Rehabilitation Services
Respiratory Care
Spiritual Care Services
Surgery Specialties
Sub-Acute Care
Women Health Services
■ Obstetrics
Wound Care

**Providence Little Company of Mary Medical Center Torrance
Programs and Services**

Blood Donor Center
Cancer Care
Cardiac & Vascular Services
Community Outreach
Emergency Services (24-hour)
Diabetes Care
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Orthopedics
Palliative Care
Pathology Services
Pediatric Services
Respiratory Care
Spiritual Care Services
Surgical Services
Rehabilitation Services
Urology
Volunteer Services
Women's Health Services
■ Obstetrics
■ NICU
Wound Care

**Providence Saint Joseph Medical Center
Programs and Services**

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pulmonary Services
Rehabilitation Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Tarzana Medical Center Programs and Services
Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pediatric Services / Pediatric Intensive Care
Pulmonary Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

4.0 Medicare / Medi-Cal Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital:

(A) Continue to be certified to participate in the Medicare program and have a Medicare provider number to provide the same types and levels of emergency and non-emergency services as provided as of the Closing.

(B) Continue to be certified to participate in the Medi-Cal program, and continue to maintain Medi-Cal Managed Care contracts, on competitive terms, that provide the same types of and levels of emergency services and non-emergency services as the Parties' existing Medi-Cal Managed Care contracts.

5.0 City/County Contract Commitment: For a period of five (5) years from the Closing, each Hospital shall maintain each contract it has entered into with any City or County as specified on Attachment A (City/County Contract Commitments) attached hereto, unless any such contract is terminated for cause or expires in accordance with its current terms.

(continued on next page)

6.0 Charity Care Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of charity care (the "Minimum Charity Care Amount") that is no less than the amount set forth in the "2014-2015 Average" column for the corresponding Hospital in the chart below:

**Providence Health & Services and St. Joseph Health
Cost of Charity Care Summary
Fiscal Years 2014 to 2015**

Hospital	Cost of Charity to Hospital		
	2014	2015 ⁽¹⁾	2014 - 2015 Average
St. Mary Medical Center	\$7,912,528	\$4,121,065	\$6,016,797
Redwood Memorial Hospital	\$731,156	\$577,891	\$654,523
St. Joseph Hospital, Eureka	\$1,790,044	\$1,653,541	\$1,721,792
Providence Holy Cross Medical Center	\$5,634,497	\$4,762,251	\$5,198,374
Providence Saint Joseph Medical Center	\$7,319,026	\$3,056,824	\$5,187,925
Providence Tarzana Medical Center	\$2,522,462	\$1,347,479	\$1,934,970
Providence Little Company of Mary Medical Center San Pedro	\$2,523,959	\$1,189,510	\$1,856,734
Providence Little Company of Mary Medical Center Torrance	\$8,767,281	\$3,868,858	\$6,318,069
Saint John's Health Center	Subject to AG Conditional Consent January 14, 2014		
Queen of the Valley Medical Center	\$2,041,891	\$1,728,615	\$1,885,253
Hoag Hospital - Newport Beach and Irvine	Subject to AG Conditional Consent February 8, 2013		
Mission Hospital - Mission Viejo and Laguna Beach ⁽²⁾	\$7,229,156	\$4,803,937	\$6,016,546
St. Joseph Hospital of Orange	\$9,904,721	\$7,573,418	\$8,739,069
St. Jude Medical Center	\$7,737,027	\$5,705,177	\$6,721,102
Petaluma Valley Hospital	\$1,132,221	\$838,880	\$985,550
Santa Rosa Memorial Hospital	\$5,519,696	\$5,230,452	\$5,375,074
Total	\$70,765,664	\$46,457,897	\$58,611,780

Source: OSHPD Financial Disclosure Reports (2014 figures), St. Joseph Health (2015 figures)

Note: Hoag Hospital and Saint John's Health Center charity care numbers are currently the subject of Attorney General conditions from prior transactions.

(1) FY 2014 cost-to-charge ratio applied to 2015 charity charges to calculate cost of charity to hospital. Providence 2015 data is a year-to-date annualized estimate.

(2) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics). Each Hospital shall have charity care and collection policies that comply with Federal and California law.

7.0 Community Benefit Program Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of Community Benefit Services (the "Minimum Community Benefit Services Amount") that is no less than the amount set forth in the "Hospital Commitment" column for the corresponding Hospital in the chart below:

Providence Health and Services and St. Joseph Health System
Community Benefit Expenditures by Ministry⁽¹⁾
Calendar Years 2011 to 2014

Hospital	2011	2012	2013	2014	Hospital Commitment ⁽²⁾
Providence Holy Cross Medical Center	\$1,044,252	\$933,328	\$1,050,720	\$972,003	\$1,000,076
Providence Little Company of Mary San Pedro	\$1,836,161	\$1,706,993	\$1,629,022	\$1,503,131	\$1,668,827
Providence Little Company of Mary Torrance	\$4,232,362	\$2,254,286	\$2,057,692	\$1,896,081	\$2,610,105
Providence Saint John's Health Center	Subject to AG Commitment January 14, 2014				\$3,374,251
Providence Saint Joseph Medical Center	\$1,172,156	\$929,028	\$1,058,582	\$1,155,121	\$1,078,722
Providence Tarzana Medical Center	\$612,236	\$496,883	\$476,211	\$801,568	\$596,725
Hoag Hospital - Newport Beach and Irvine	Subject to AG Commitment February 8, 2013				\$9,500,000
Mission Hospital - Mission Viejo and Laguna Beach ⁽³⁾	\$5,654,285	\$4,775,844	\$4,404,037	\$4,916,303	\$4,937,617
Petaluma Valley Hospital	\$10,000	\$92,749	\$113,748	\$176,846	\$98,336
Queen of the Valley Medical Center	\$3,215,957	\$2,888,321	\$3,298,694	\$3,465,017	\$3,216,997
Redwood Memorial Hospital	\$980,213	\$715,227	\$793,338	\$417,839	\$726,654
Santa Rosa Memorial Hospital	\$1,844,388	\$2,135,826	\$2,668,956	\$2,982,791	\$2,407,990
St. Joseph Hospital (Eureka)	\$2,357,925	\$2,501,973	\$2,073,069	\$2,061,441	\$2,248,602
St. Joseph Hospital (Orange)	\$9,984,136	\$9,825,416	\$6,865,777	\$5,554,176	\$8,057,376
St. Jude Medical Center	\$8,219,100	\$8,392,969	\$7,476,451	\$5,396,610	\$7,371,283
St. Mary Medical Center	\$3,533,168	\$3,051,705	\$2,556,292	\$4,185,791	\$3,331,739
Total Community Benefit Expenditures	\$44,696,339	\$40,700,548	\$36,522,589	\$35,484,719	\$39,351,049

Source: Providence Health and Services, St. Joseph Health System

(1) The community benefit expenditures set forth in this table reflect expenditures on the types of programs that have historically been treated by the Attorney General as community benefit programs under Title 11, Code of Regulations section 999.5(d)(5)(D). The table does not include expenditures for all SB 697 reported categories. Examples of facility expenditures or costs not included in this table are (i) the unreimbursed cost of Medicare, Medi-Cal and low-margin services, (ii) unreimbursed physician fees and/or subsidies for ED, trauma and other coverage services, (iii) services funded by third parties (e.g., grants), (iv) community benefit operation or administration costs, (v) facility use, and (vi) research.

(2) The Hospital Commitment column reflects each hospital's four year average annual commitment based on the annual community benefit expenditures during the calendar years 2011 through 2014. St. John's Medical Center and Hoag Hospital community benefit commitments are addressed in Section 9.0 of this Exhibit 8.13.

(3) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics).

In addition, SJHS and PH&S, individually or jointly or through NewCo, shall provide support to each of the community benefit programs set forth in the charts immediately below (the

(continued on next page)

“On-Going Community Benefit Programs”) for a period of five (5) years after the Closing either at the current location, at alternate locations, or through affiliation with similar organizations.

St. Joseph Health
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Redwood Memorial Hospital	Community Resource Centers
St. Joseph Hospital, Eureka	Paso a Paso Program/Healthy Kids Humboldt
Santa Rosa Memorial Hospital	House Calls
Petaluma Valley Hospital	Mobile Health Clinic Promotores de Salud (Health Promoters) Healthy For Life Circle of Sisters (COS) St. Joseph Dental Clinic and Mobile Dental Clinic The Agents of Change Training in the Neighborhoods (ACTION)
Queen of the Valley Medical Center	Community Based Care Coordination and Case Management “CARE Network” Children’s Mobile Dental Clinic Obesity Prevention: “Healthy for Life” Perinatal Education and Support
St. Mary Medical Center	Community Clinic programs Health Career Programs San Bernardino County Public Health Initiatives
St. Jude Medical Center	St. Jude Neighborhood Health Center North Orange County Move More Eat Healthy Initiative Community Care Navigation Senior transportation and services to low income elderly
St. Joseph Hospital Orange	La Amistad de San Jose Family Health Center Puente a la Salud Mobile Community Clinics Imaging and laboratory Services Pharmacy Meds Program
Mission Hospital - Laguna Beach	Family Resource Centers
Mission Hospital - Mission Viejo	Community Mental Health Initiatives/Depression Initiatives Behavioral Health Camino Health Center (FQHC) Increasing Access to Health Care

Source: St. Joseph Health

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

Providence Health & Services
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Little Company of Mary - San Pedro	Creating Opportunities for Physical Activity (COPA)
Little Company of Mary - Torrance	CHIP-Access to Low Cost/Free Primary Care Vasek Polak Medical Home for the Most Vulnerable Get Out and Live (GOAL) Partners for Healthy Kids ("PFHK") Welcome Baby ⁽¹⁾
Saint John's Medical Center	Venice Family Clinic Ocean Park Community Center Westside Family Health Center Cleft Palate Clinic
Providence Holy Cross Medical Center	Access to Care Program
Providence Saint Joseph Medical Center	Faith Community Health Partnership/Latino Health Promoter
Providence Tarzana Medical Center	Senior Outreach Tattoo Removal School Nurse Services

Source: Providence Health & Services

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

8.0 Petaluma Valley Hospital. SJHS operates Petaluma Valley Hospital pursuant to a management contract that expires in January 2017. The commitments set forth in Sections 2.0 through 7.0 above shall apply to Petaluma Valley Hospital during the remaining term of the current management contract.

9.0 Providence Saint John's Health Center and Hoag Commitments. SJHS and PH&S, individually or jointly or through NewCo, shall insure full compliance with any and all Conditions of Consent previously issued by the California Attorney General, and the terms of any agreements with the California Attorney General, with respect to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian transactions, including (without limitation) (i) the Conditions of Consent set forth in the California Attorney General's January 14, 2014 and February 8, 2013 letters concerning those facilities and (ii) the March 8, 2014 Agreement between the California Attorney General and Hoag Memorial Hospital Presbyterian. Notwithstanding the foregoing, SJHS and PH&S each reserve the right (and the rights of NewCo), in accordance with Title 11, California Code of Regulations, Section 999.5(h), to seek the amendment of any such Conditions of Consent, or the terms of any other agreements with the California Attorney General, applicable to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian facilities.

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
RMH	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	4/1/06
RMH	North Coast Emergency Medical Services	EDAP Level I Designation	7/1/10
RMH	City of Blue Lake	MOU re: Blue Lake Family Resource Center	1/1/15
RMH	County of Humboldt-DHHS	Grant Agreement for Blue Lake CRC - CalWORKS and CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Rio Dell CRC - CalWORKs & CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Willow Creek CRC - CalWORKs & CalFresh	7/15/15
SJE	County of Humboldt Mental Health	Behavioral Health	1/1/15
SJE	County of Humboldt	Agreement Concerning Use of Short Wave Radio Equipment	1/3/95
SJE	Humboldt County	MOU for Death Review Panel	2/1/01
SJE	Humboldt County Children's Health Initiative	Charter	1/1/06
SJE	Humboldt County	MOU for Healthy Kids Humboldt Support	2/14/12
SJE	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	7/21/12
SJE	County of Humboldt-DHHS	CalFresh Grant Agreement	11/1/14
SJE	County of Humboldt-DHHS-Mental Health Branch	Service Agreement for Hospital Services	1/1/15
SJE	County of Humboldt-DHHS	MOU for 340B Program	1/1/15
SJE and RMH	Humboldt County Office of Education	Work Exploration Agreement for High School Students	2/3/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
QVMC	County of Napa	Business Associate Agreement #6165	7/1/03
QVMC	Napa County Child Welfare Services	MOU for Suspected Child Abuse	1/1/11
QVMC	County of Napa	Synergy Agreement #7167	1/6/09
QVMC	County of Napa w/Comm Hlth Clinic Ole, Kaiser,	MOU- Medical Emergency Coop Agmt for Healthcare Organizations	12/18/07
QVMC	Napa County Health & Human Services, Public	MOU for Napa Fussy Baby Collaborative	3/4/13
QVMC	County of Napa	PSA for Services re: Calif AIDS Master Grant Agmt for HIV Care #3236	7/1/13
QVMC	County of Napa	Designation as a Level III Trauma Center #7657	7/1/13
QVMC	County of Napa	Hospital Preparedness Program (HPP) Coalition Participation Agreement	8/14/13
QVMC	County of Napa	Grant Agreement #8157 Tobacco Settlement	7/1/14
QVMC	First 5 Napa County Children and Family Comm.	Grant Agreement #510-15 for Dental Van	7/1/14
QVMC	County of Napa	PSA for Medi-Cal Administrative Activities #8146	7/1/14
QVMC	Napa County Alcohol and Drug Services Division	MOU for Drug and Alcohol Counseling	3/5/15
SRMH	County of Sonoma	Provision of Services/Medication Management Grant	7/1/15
Hoag	Children's And Families Commission of OC	Agreement for early Childhood Development Svcs	2/5/14
Hoag	County of Orange	Agreement for the provision of certain HIV Services	3/1/15
Hoag	County of Orange	Indigent and Trauma Care	7/1/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
MH	County of Orange	Indigent and Trauma Care	7/1/14
MH	County of Orange	Medi-Cal Admin Svcs	7/1/15
MH	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Caregiver Resource Center	7/1/14
SJMC	County of Orange	Indigent and Trauma Care	7/1/14
SJMC	County of Orange	Designated ER Services	7/1/13
SJMC	Childrens and Families Commission	Early Childhood Development	2/5/14
SJMC	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Paternity Opportunity Program	9/9/14
SJO	County of Orange	Indigent and Trauma Care	7/1/14
SJO	County of Orange	Designated ER Services	7/1/13
SJO	County of Orange	MSN - Medical Safety Net	7/1/15
PVH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency Organizations to coordinate services in disaster situations	10/1/06
PVH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
PVH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
SRM and PVH	County of Sonoma	Mental Health Services Agreement No. 2015-0023-A00	4/15/15
SRMH	Sonoma County Indian Health Project (SCIHP)	Medi-Cal	8/1/14
SRMH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency to coordinate services in disaster situations	5/15/06
SRMH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
SRMH	County of Sonoma	Level II Trauma Center Designation	5/1/10
SRMH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
SRMH	County of Sonoma	EMS Base Hospital Agreement	7/1/15
SRMH	County of Sonoma	STEMI Receiving Center Agreement	7/1/15

Key:

RMH = Redwood Memorial Hospital

SJE = St. Joseph Hospital, Eureka

QVMC = Queen of the Valley Medical Center

SRMH = Santa Rosa Memorial Hospital

Hoag = Hoag Hospital – Newport Beach / Irvine

MH = Mission Hospital – Mission Viejo / Laguna Beach

SJMC = St. Jude Medical Center

SJO = St. Joseph Hospital of Orange

PVH = Petaluma Valley Hospital

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
San Pedro			
PHS-So. Cal dba Providence Little Co. of Mary Med. Ctr San Pedro	County of Los Angeles	Psychiatric Inpatient Hospital Services to Medi-Cal Beneficiaries eligible for such services under the Medi-Cal Fee-For-Service program	7/1/15
Providence Little Co. of Mary Ctr (San Pedro)	Los Angeles County Dept of Health Services Emergency Medical Services Agency	SART Center Confirmation Agreement	4/20/15
Torrance			
Little Company of Mary Hospital (Torrance)	County of Los Angeles	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	6/30/08
Little Company of Mary Medical Center (Torrance)	County of Los Angeles	Memorandum of Understanding re Child Support Services	9/24/14-10/31/18
Providence Little Company of Mary-Torrance	County of Los Angeles	Agreement for Participation in Hospital Preparedness Program	1/1/13-6/30/18
Providence Little Company of Mary Medical Center San Pedro	Los Angeles County Children and Families First Proposition 10 Commission (AKA First 5 LA)	Grant Agreement	1/1/15-6/30/16
Providence Little Company of Mary Torrance	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
St. John's			
Sisters of Charity of Leavenworth Health System, Inc. re Saint John's Hospital and Health Center	City of Santa Monica	Development Agreement and Amendment Re Construction for Improvements	10/4/11
Providence Saint John's Health Center	County of Los Angeles	Department of Mental Health (mental health services)	7/1/15
Providence Saint John's Child and Family Development Center	City of Santa Monica Mental Health Services	Will Rogers Learning Development Center/ Child Youth Development Project	7/1/15-6/30/16
Providence Saint John's Health Center	City of Santa Monica	Human Services Grants Program Short Term Grant Agreement	7/1/15-9/30/15

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Providence Saint John's Health Center	County of Los Angeles	Los Angeles County Children and Families First Proposition 10 Commission (A KA First LA) Grant Agreement re Partnerships for Family Initiative	1/1/15-6/30/16
Holy Cross			
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re Stroke Center	6/10/10-5/9/12
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re ST-Elevation Myocardial Infarction Receiving Center	9/1/13-8/31/16
Providence Holy Cross Medical Center	Los Angeles County	Paramedic Base Hospital Services Agreement	1/1/13-6/30/17
Providence Health System So. CA. dba Providence Holy Cross Medical Center	Los Angeles County	Trauma Center Service Agreement, as amended	7/1/08-12/31/15
St. Joseph's			
Providence Saint Joseph Medical Center	County of Los Angeles	Hospital Preparedness Program Agreement, as amended.	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement	10/19/09-3/22/10
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	EDAP Confirmation Agreement	12/5/11-12/4/14
Providence Health System-Southern California DBA Providence Saint Joseph Medical Center	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	SRC Confirmation Agreement	6/1/13-3/31/16

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Tarzana			
Encino Tarzana Regional Medical Center-Tarzana	County of Los Angeles – Department of Health Services Emergency Medical Services Agency	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	7/1/06-6/30/07
Providence Health and Services DBA Providence Tarzan Medical Center	County of Los Angeles	Expanded Agreement re Hospital Bioterrorism Preparedness	1/1/01-12/31/-12
Providence Tarzana Medical Center	County of Los Angeles, Child Support Services Department	Intra-County Plan of Cooperation re guidelines for an effective social security program	10/1/09
Providence Tarzana Medical center	Los Angeles County Department of Health Services Emergency Medical Services Agency	Stroke Center Confirmation Agreement re Caring for Stroke Population of LA County	4/1/10-5/31/12
Providence Tarzana Medical Center	Los Angeles County Emergency Department	Approved for Pediatrics (EDAP) Confirmation Agreement	12/5/11-12/5/14
Providence Tarzana Medical Center	Los Angeles County Department of Health Services- Emergency Medical Services Agency	SRC Confirmation Agreement re Approved ST-Elevation Myocardial Infarction Receiving Center (SRC)	4/1/10/3/31/12
Providence Tarzana Medical Center	County of Los Angeles Department of Public Health, Acute Communicable Disease Control Program	Confidential Data Use Agreement	7/22/09

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ANALYSIS OF ST. JOSEPH HOSPITAL-EUREKA'S SERVICE AREA

Service Area Definition

Based upon St. Joseph Hospital-Eureka's 2014 inpatient discharges, St. Joseph Hospital-Eureka's service area is comprised of 40 ZIP Codes from which 91% of its inpatient discharges originated. Approximately 50% of St. Joseph Hospital-Eureka's discharges originated from the top two ZIP Codes located in Eureka. In 2014, St. Joseph Hospital-Eureka's market share in the service area was approximately 48% based on total area discharges.

SERVICE AREA PATIENT ORIGIN MARKET SHARE BY ZIP CODE: 2014						
ZIP Codes	Community	Total Discharges	% of Discharges	Cumulative % of Discharges	Total Area Discharges	Market Share
95501	Eureka	1,758	27.4%	27.4%	2,661	66.1%
95503	Eureka	1,425	22.2%	49.6%	2,016	70.7%
95519	Mckinleyville	490	7.6%	57.2%	1,380	35.5%
95540	Fortuna	401	6.2%	63.5%	1,320	30.4%
95521	Arcata	307	4.8%	68.3%	1,043	29.4%
95502	Eureka	265	4.1%	72.4%	373	71.0%
95546	Hoopa	189	2.9%	75.3%	471	40.1%
95562	Rio Dell	107	1.7%	77.0%	348	30.7%
95573	Willow Creek	81	1.3%	78.3%	226	35.8%
95536	Ferndale	77	1.2%	79.5%	224	34.4%
95524	Bayside	70	1.1%	80.6%	152	46.1%
95560	Redway	67	1.0%	81.6%	203	33.0%
95570	Trinidad	58	0.9%	82.5%	175	33.1%
95551	Loleta	56	0.9%	83.4%	161	34.8%
95542	Garberville	55	0.9%	84.2%	206	26.7%
95525	Blue Lake	47	0.7%	85.0%	134	35.1%
95537	Fields Landing	35	0.5%	85.5%	45	77.8%
95547	Hydesville	34	0.5%	86.1%	108	31.5%
95564	Samoa	32	0.5%	86.6%	47	68.1%
95549	Kneeland	29	0.5%	87.0%	46	63.0%
95518	Arcata	27	0.4%	87.4%	100	27.0%
95589	Whitethorn	26	0.4%	87.8%	88	29.5%
95553	Miranda	24	0.4%	88.2%	59	40.7%
95528	Carlotta	22	0.3%	88.5%	88	25.0%
95565	Scotia	21	0.3%	88.9%	94	22.3%
95554	Myers Flat	21	0.3%	89.2%	67	31.3%
95563	Salier	18	0.3%	89.5%	61	29.5%
95555	Orick	18	0.3%	89.8%	49	36.7%
95534	Cutten	15	0.2%	90.0%	23	65.2%
95526	Bridgeville	13	0.2%	90.2%	58	22.4%
95556	Orleans	13	0.2%	90.4%	37	35.1%
95514	Blocksburg	12	0.2%	90.6%	29	41.4%
95559	Phillipsville	7	0.1%	90.7%	24	29.2%
95545	Honeydew	6	0.1%	90.8%	14	42.9%
95569	Redcrest	6	0.1%	90.9%	16	37.5%
95511	Alderpoint	6	0.1%	91.0%	31	19.4%
95558	Petrolia	5	0.1%	91.1%	18	27.8%
95571	Weott	5	0.1%	91.1%	22	22.7%
95532	Crescent City	2	0.0%	91.2%	12	16.7%
95550	Korbel	2	0.0%	91.2%	11	18.2%
Subtotal		5,852	91.2%	91.2%	12,240	47.8%
Other ZIPs		565	8.8%	100%		
Total		6,417	100%			

Note: Excludes normal newborns

Source: OSHPD Patient Discharge Database

Conditions to Change in Control and Governance of Redwood Memorial Hospital¹ and Approval Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services and the Supplemental Agreement by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian

I.

These Conditions shall be legally binding on the following entities: Providence St. Joseph Health, a Washington nonprofit corporation, Providence Health & Services, a Washington nonprofit corporation, St. Joseph Health System, a California nonprofit public benefit corporation, St. Joseph Health Ministry, a California nonprofit public benefit corporation, Covenant Health Network, Inc., a California nonprofit public benefit corporation, St. Mary Medical Center, a California nonprofit public benefit corporation, St. Joseph Hospital of Eureka, a California nonprofit public benefit corporation, Redwood Memorial Hospital of Fortuna (Redwood Memorial Hospital of Fortuna Corporation), California nonprofit public benefit corporation, Queen of the Valley Medical Center, a California nonprofit public benefit corporation, Hoag Memorial Hospital Presbyterian, a California nonprofit public benefit corporation, Mission Hospital Regional Medical Center, a California nonprofit public benefit corporation, St. Joseph Hospital of Orange, a California nonprofit public benefit corporation, St. Jude Hospital, a California nonprofit public benefit corporation, Santa Rosa Memorial Hospital, a California Nonprofit public benefit corporation, SRM Alliance Hospital Services, a California nonprofit public benefit corporation, Providence Health System – Southern California, a California nonprofit religious corporation, Providence Saint John's Health Center, a California nonprofit religious corporation, any other subsidiary, parent, general partner, limited partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of any of the above-listed entities, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of Redwood Memorial Hospital of Fortuna or the real property on which St. Joseph Hospital is located, any and all current and future owners, lessees, licensees, or operators of Redwood Memorial Hospital of Fortuna, and any and all current and future lessees and owners of the real property on which Redwood Memorial Hospital of Fortuna is located.

II.

The transaction approved by the Attorney General consists of the Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services, dated November 23, 2015, and the Supplemental Agreement made and entered into by and between St. Joseph Health System and Providence Health & Services, and Hoag Memorial Hospital Presbyterian, dated September 30, 2015, and any and all amendments, agreements, or documents

¹ Throughout this document, the term "Redwood Memorial Hospital of Fortuna" shall mean the general acute care hospital located at 3300 Renner Dr., Fortuna, CA 95540-3120, and any other clinics, laboratories, units, services, or beds included on the license issued to Redwood Memorial Hospital of Fortuna (also referred to as Redwood Memorial Hospital) by the California Department of Public Health, effective November 1, 2015, unless otherwise indicated.

referenced in or attached to as an exhibit or schedule to the Health System Combination Agreement and the Supplemental Agreement.

All of the entities listed in Condition I shall fulfill the terms of these agreements or documents and shall notify the Attorney General in writing of any proposed modification or rescission of any of the terms of these agreements or documents. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5923.

III.

For six fiscal years from the closing date of the Health System Combination Agreement, Providence St. Joseph Health, St. Joseph Health System, Redwood Memorial Hospital of Fortuna Corporation, and all future owners, managers, lessees, licensees, or operators of Redwood Memorial Hospital of Fortuna shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

- (a) Sell, transfer, lease, exchange, option, convey, manage, or otherwise dispose of Redwood Memorial Hospital of Fortuna; or
- (b) Transfer control, responsibility, management, or governance of Redwood Memorial Hospital of Fortuna. The substitution or addition of a new corporate member or members of Providence St. Joseph Health, St. Joseph Health System, or Redwood Memorial Hospital of Fortuna Corporation that transfers the control of, responsibility for or governance of Redwood Memorial Hospital of Fortuna shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or Redwood Memorial Hospital of Fortuna Corporation, or any arrangement, written or oral, that would transfer voting control of the members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or Redwood Memorial Hospital of Fortuna Corporation shall also be deemed a transfer for purposes of this Condition.

IV.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Redwood Memorial Hospital of Fortuna Corporation shall operate and maintain Redwood Memorial Hospital of Fortuna as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250) and shall maintain and provide the following healthcare services at current² licensure and designation with the current types and/or levels of services at Redwood Memorial Hospital of Fortuna:

- a) 24-hour emergency medical services, including a minimum of 8 emergency treatment stations, designation as a Modified Base Hospital, and designation as an Emergency Department Approved for Pediatrics;
- b) Intensive care services, including of a minimum of 4 intensive care beds;

² The term "current" or "currently" throughout this document means as of November 1, 2015.

- c) Obstetrics services, including a minimum of 8 obstetrics beds; and
- d) Pediatric services; and
- e) Women's services, including digital mammography.

St. Joseph Health System and Redwood Memorial Hospital of Fortuna Corporation shall not place all or any portion of the above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.

V.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Redwood Memorial Hospital of Fortuna Corporation shall maintain and provide the following healthcare services at Redwood Memorial Hospital of Fortuna at current licensure and designation with the current types and/or levels of services as committed to in Exhibit 8.13 of the Health System Combination Agreement attached hereto as Exhibit 1:

- a) Cancer care services;
- b) Cardiac center services;
- c) Gastroenterology services;
- d) Imaging/radiology services;
- e) Laboratory services;
- f) Neurosciences services;
- g) Orthopedics services;
- h) Palliative care services;
- i) Rehabilitation services; and
- j) Surgical services.

Within the first year after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall begin implementation of the Providence Health & Services' Clinical Institutes' program across the system in order to deliver better patient outcomes across the most common conditions causing hospitalization. Such implementation shall include the areas of cancer care and musculoskeletal disease. Within two years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health implementation of the Providence Health & Services' Clinical Institutes' program shall also include the areas of neurosciences, cardiovascular, and digestive health.

VI.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Redwood Memorial Hospital of Fortuna Corporation shall:

- a) Be certified to participate in the Medi-Cal program at Redwood Memorial Hospital of Fortuna;

b) Maintain and have Medi-Cal Managed Care contracts with Partnership Health Plan or its successor, to provide the same types and levels of emergency and non-emergency services at Redwood Memorial Hospital of Fortuna to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause; and

c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at Redwood Memorial Hospital of Fortuna to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care) as required in these Conditions.

VII.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Redwood Memorial Hospital of Fortuna Corporation shall provide an annual amount of Charity Care (as defined below) at Redwood Memorial Hospital of Fortuna equal to or greater than \$812,495 (the Minimum Charity Care Amount). For purposes hereof, the term "charity care" shall mean the amount of charity care costs (not charges) incurred by St. Joseph Health System and Redwood Memorial Hospital of Fortuna Corporation in connection with the operation and provision of services at Redwood Memorial Hospital of Fortuna. The definition and methodology for calculating "charity care" and the methodology for calculating "costs" shall be the same as that used by Office of Statewide Health Planning Development (OSHPD) for annual hospital reporting purposes.³ St. Joseph Health System and Redwood Memorial Hospital of Fortuna Corporation shall use and maintain a charity care policy that is no less favorable than its current charity care policy at Redwood Memorial Hospital of Fortuna and in compliance with California and Federal law.

St. Joseph Health System's and Redwood Memorial Hospital of Fortuna Corporation's obligation under this Condition shall be prorated on a daily basis if the closing date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System's and Redwood Memorial Hospital of Fortuna Corporation's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) on an annual basis by the rate of inflation as measured by the Consumer Price Index for the West Region.

After the closing date of the Health System Combination Agreement, if the actual amount of charity care provided at Redwood Memorial Hospital of Fortuna for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer

³ OSHPD defines charity care by contrasting charity care and bad debt. According to OSHPD, "the determination of what is classified as . . . charity care can be made by establishing whether or not the patient has the ability to pay. The patient's accounts receivable must be written off as bad debt if the patient has the ability but is unwilling to pay off the account."

Price Index) required for such fiscal year, St. Joseph Health System and Redwood Memorial Hospital of Fortuna Corporation shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide direct health care services to residents in Redwood Memorial Hospital of Fortuna's service area (25 ZIP codes), as defined on page 80 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

The 2010 Federal Patient Protection and Affordable Care Act may cause a reduction in future needs of charity care. Any actual reduction will be considered "unforeseen" for purposes of Title 11, California Code of Regulations, section 999.5, subdivision (h).

VIII.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Redwood Memorial Hospital of Fortuna Corporation shall provide an annual amount of Community Benefit Services at Redwood Memorial Hospital of Fortuna equal to or greater than \$820,324 (the "Minimum Community Benefit Services Amount") exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered:

- a) Paso a Paso Program;
- b) Community Resource Centers; and
- c) Support for Humboldt Open Door Clinic.

St. Joseph Health System's and Redwood Memorial Hospital of Fortuna Corporation's obligation under this Condition shall be prorated on a daily basis if the effective date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System's and Redwood Memorial Hospital of Fortuna Corporation's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) on an annual basis by the rate of inflation as measured by the Consumer Price Index for the West Region.

If the actual amount of community benefit services provided at Redwood Memorial Hospital of Fortuna for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, St. Joseph Health System and Redwood Memorial Hospital of Fortuna Corporation shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide community benefit services for residents in Redwood Memorial Hospital of Fortuna's service area (25 ZIP codes), as defined on page 80 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

IX.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Redwood Memorial Hospital of Fortuna Corporation shall maintain its contracts, including any superseding, successor, or replacement contracts, and any amendments and exhibits thereto with the County of Humboldt and/or its subdivisions, departments, or agencies including the following⁴:

- a) Modified Base Hospital Medical Control Agreement, dated April 1, 2006;
- b) Emergency Department Approved for Pediatrics Level I Agreement, dated July 1, 2010;
- c) Memorandum of Understanding re: Blue Lake Family Resource Center, dated January 1, 2015 (With the City of Blue Lake);
- d) Work Exploration Agreement for High School Students, dated February 3, 2014;
- e) Grant Agreement Between the County of Humboldt and Redwood Memorial Hospital on Behalf of Blue Lake Community Resource Center, dated July 15, 2015;
- f) Grant Agreement Between the County of Humboldt and Redwood Memorial Hospital on Behalf of Rio Dell Community Resource Center, dated July 15, 2015; and
- g) Grant Agreement Between the County of Humboldt and Redwood Memorial Hospital on Behalf of Willow Creek Community Resource Center, dated July 15, 2015.

X.

Providence St. Joseph Health, St. Joseph Health System, and Redwood Memorial Hospital of Fortuna Corporation shall commit the necessary investments required to meet and maintain OSHPD seismic compliance requirements at Redwood Memorial Hospital of Fortuna through 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Saf. Code, § 129675-130070).

XI.

Providence St. Joseph Health, St. Joseph Health System, and Redwood Memorial Hospital of Fortuna Corporation shall complete any capital projects as committed to in the Health System Combination Agreement and the Supplemental Agreement.

Within the first three years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall implement a mental health initiative, with an initial expenditure of \$30 million, in the California communities served by their local ministries (\$10 million per year for each of the first 3 years after the closing date). These funds will be expended solely in California and will be used to

⁴ The dates referenced in this Condition are either the date the agreement was entered into, the date the agreement was executed, in the title of the agreement, or the original or current effective date of the agreement.

identify and address the treatment and causes of mental illness including, but not limited to, mental health counseling, disorders affecting children, depressive disorders, psychotic disorders, treatment for addictive behavior, homelessness and other root causes and effects of mental illness.

XII.

St. Joseph Health System and Redwood Memorial Hospital of Fortuna Corporation shall maintain privileges for current medical staff at Redwood Memorial Hospital of Fortuna who are in good standing as of the closing date of the Health System Combination Agreement. Further, the closing of the Health System Combination Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure at Redwood Memorial Hospital of Fortuna.

For six fiscal years after the closing date of the Health System Combination Agreement, all of the entities listed in Condition I shall continue to maintain multi-disciplinary local ministry ethics teams at each hospital and the teams shall consist of physicians, nurses, social workers, chaplains, and ethicists. The application of the Ethical and Religious Directives shall continue to be conducted on a case-by-case basis taking into account the clinical and ethical factors presented in each case by the multi-disciplinary local ministry ethics teams.

XIII.

There shall be no discrimination against any lesbian, gay, bisexual, or transgender individuals at Redwood Memorial Hospital of Fortuna. This prohibition must be explicitly set forth in Redwood Memorial Hospital of Fortuna Corporation's written policies, adhered to, and strictly enforced.

XIV.

For six fiscal years from the closing date of the Health System Combination Agreement St. Joseph Health System and Redwood Memorial Hospital of Fortuna Corporation shall submit to the Attorney General, no later than four months after the conclusion of each fiscal year, a report describing in detail compliance with each Condition set forth herein.

Such report shall also describe in detail the specific steps taken by all of the entities listed in Condition I and provide any supporting and objective evidence and documentation that set forth how the below enumerated transaction benefits are being accomplished with respect to all of the entities listed in Condition I:

- a) Optimize clinical services and health benefits;
- b) Expand community benefit programs;
- c) Achieve greater affordability and access for health care services;
- d) Share clinical and administrative best practices across regions and communities;

- e) Promote outstanding clinical care and greatly improve the patient experience;
- f) Develop the necessary infrastructure for a population health management effort that truly advances healthier communities;
- g) Advance innovations in health care that will benefit future generations;
- h) Create broader opportunities for advocacy in connection with social justice, with particular emphasis on the poor and vulnerable;
- i) Make possible closer integration and/or adoption of specific programs to address the needs of the poor and vulnerable;
- j) Enhance the delivery of health care through a nonprofit, charitable model;
- k) Improve patient access, patient safety, the quality, continuity and coordination of care and improved patient satisfaction with the care and service provided, utilizing a holistic approach focused on the body, mind and spirit;
- l) Develop a stronger infrastructure, including clinical and administrative expertise, for serving specific populations, such as Medi-Cal and the uninsured, in order to promote the health of recipients and use resources more effectively;
- m) Provide a greater ability to combine and coordinate the response to community needs across increased scale and a broader geography;
- n) Spread and adopt the triple aim in the areas of clinical expertise, growth, diversification, innovation and shared services;
- o) Obtain specific financial benefits through access to capital through the creation of a single obligated group that will allow both health systems to become jointly and severally liable for all combined organization tax-exempt debt, allocate risk and optimize borrowing strategy for all of the entities listed in Condition I;
- p) Strengthen and enhance the work environment for all of the entities listed in Condition I;
- q) Support the ability of all of the entities listed in Condition I to attract and retain the talent and expertise required to best serve community needs, including but not limited to, clinical talent to those particular communities where it has previously been challenging to do so;
- r) Maintain and enhance medical group management infrastructure to benefit clinical practice, including sharing of clinical and administrative best practices;
- s) Pursue innovations in virtual healthcare and wellness;
- t) Provide cost-effective care to the communities served by all of the entities listed in Condition I with a special attention to the poor and vulnerable;

- u) Patient benefits from the anticipated stronger infrastructure;
- v) Patient benefits from the creation of new programs to fully advance the hospital systems' charitable missions;
- w) Community benefits from the anticipated unprecedented service and community benefit guarantees; and
- x) Community, particularly the poor and vulnerable, benefits from the strengthened healthcare systems.

Such report shall also include a copy of the following documents with respect to all of the entities listed in Condition I:

- a) Copies, if any, of new contractual arrangements with any of their affiliated or joint-venture providers, hospitals, surgery, ambulatory or medical centers, facilities, practice or physician groups, and other entities providing medical services for or on behalf of the entities listed in Condition I under these new contracts;
- b) Any new notices to insurers, insureds, other health care providers or competitors, or government regulators regarding the addition of any newly-affiliated medical provider to the entities listed in Condition I; and
- c) All new studies, analyses, and evaluations of or documents referring to the identity of any patient service areas, and geographic and product markets of each of the providers, independent physician associations, groups, centers, facilities, hospitals, centers, and affiliates owned or operated by the entities listed in Condition I providing medical services under any of the entities listed in Condition I's contracts.

The Chairman(s) of the Board of Directors of both St. Joseph Health System and Redwood Memorial Hospital of Fortuna Corporation and the Chief Executive Officers of both St. Joseph Health System and Redwood Memorial Hospital of Fortuna Corporation shall each certify that the report is true, accurate, and complete and provide documentation of the review and approval of the report by both Boards of Directors.

XV.

At the request of the Attorney General, all of the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XVI.

Once the Health System Combination Agreement is closed, all of the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

Exhibit 8.13

Service Commitments

The Service Commitments of the Parties, as referenced in Section 8.13 of the Health System Combination Agreement, are set forth in Paragraphs 1.0 through 9.0 below.

1.0 List of California General Acute Care Hospitals. For the purposes of this Exhibit 8.13, each general acute care hospital sponsored by either SJHS or PH&S, and located in the State of California, is set forth in the chart immediately below.

Providence Health & Services and St. Joseph Health
Combined System Hospital Overview
Fiscal Year 2015

Hospitals
St. Mary Medical Center
Redwood Memorial Hospital
St. Joseph Hospital, Eureka
Providence Holy Cross Medical Center
Providence Saint Joseph Medical Center
Providence Tarzana Medical Center
Providence Little Company of Mary Medical Center San Pedro
Providence Little Company of Mary Medical Center Torrance
Saint John's Health Center
Queen of the Valley Medical Center
Hoag Hospital - Newport Beach
Hoag Hospital - Irvine
Mission Hospital - Laguna Beach
Mission Hospital - Mission Viejo
St. Joseph Hospital of Orange
St. Jude Medical Center
Santa Rosa Memorial Hospital
Petaluma Valley Hospital

Source: Providence Health & Services and St. Joseph Health

For the purposes of this Exhibit 8.13, each of the foregoing acute care hospitals – with the exception of Providence Saint John's Health Center, Hoag Hospital-Newport Beach, Hoag Hospital-Irvine, and Petaluma Valley Hospital (which are discussed in Paragraphs 8.0 and 9.0 below, respectively) – is referred to herein as a "Hospital."

2.0 Licensed Acute Care Hospital Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall cause each Hospital to continue to be operated and maintained as a licensed general acute care hospital, as defined in California Health and Safety Code § 1250.

3.0 Specialty Service Commitments. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall operate and maintain certain specified services at each of the Hospitals, as set forth in Sections 3.0(a) and 3.0(b) below.

(a) **Emergency Department Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to maintain and provide twenty-four emergency medical services as currently licensed, with the same number of emergency beds/stations and with the same types of levels of service as provided as of the Closing.¹

(b) **Service Line Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to provide the health care services listed for each corresponding Hospital as specified in the tables below:

SJHS Sponsored Hospitals

St. Jude Medical Center Programs and Services	Mission Hospital Programs and Services
Anesthesia Services	Behavioral Health
Cancer Care	■ Inpatient Services
Cardiac Center	■ Outpatient Services
Emergency Services (24-hour)	Cancer Care
Gastroenterology	Cardiac Services
Imaging/Radiology Services	Diabetes Care
Interventional Radiology	Emergency Services (24-hour)
Laboratory Services	Gastroenterology
Neurosciences	Imaging/Radiology Services
Obstetrics	Intensive Care Unit (ICU)
Orthopedics/NICU	Laboratory Services
Palliative Care	Neurosciences
Pathology Services	Obstetrics/NICU
Rehabilitation Services	Orthopedics
Senior Services	Pediatric Services
Speech Therapy	Respiratory Care
Surgical Services	Rehabilitation Services
Wellness & Fitness	Surgical Services
Women's Services	Trauma Care
Wound Care	Vascular Services
	Women's Services

¹ This commitment is subject to reasonable and/or necessary temporary reductions in the number of emergency beds / stations in the event of construction intended to expand emergency department capacity.

**St. Mary Medical Center
Programs and Services**

Cardiac Center
Diabetes Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics/NICU
Rehabilitation Services
Surgical Services
Women's Services
Wound Care

**Queen of the Valley Medical Center
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Wellness Center
Women's Services
Wound Care

**Santa Rosa Memorial Hospital
Programs and Services**

Bariatric Surgery
Behavioral Health
■ Outpatient Services
■ Partial Hospital Program
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Trauma Care
Vascular Services
Women's Services

Saint Joseph Hospital - Orange
Programs and Services

Anesthesia Services
Bariatric Surgery
Behavioral Health
■ Inpatient Services
■ Outpatient Services
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Kidney Dialysis Center
Laboratory Services
Neurosciences
Obstetrics
Ophthalmology
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Urology
Women's Services
Wound Care

Petaluma Valley Hospital
Programs and Services

Cancer Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Vascular Services
Women's Services

St. Joseph Hospital - Eureka
Programs and Services

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

Redwood Memorial Hospital
Programs and Services

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

PH&S Sponsored Hospitals

Providence Holy Cross Medical Center Programs and Services

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour) Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Palliative Care
Pulmonary Services
Rehabilitation Services
Sub-Acute
Telemetry
Trauma Program
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Little Company of Mary Medical Center San Pedro Programs and Services

Acute Psychiatric Services
Cancer Care
Center for Optimal Aging
(Senior Services)
Chemical Dependency
Community Outreach
Diabetes Care
Emergency Services (24-hour)
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Palliative Care
Pathology Services
Psychiatric Services
Rehabilitation Services
Respiratory Care
Spiritual Care Services
Surgery Specialties
Sub-Acute Care
Women Health Services
■ Obstetrics
Wound Care

**Providence Little Company of Mary Medical Center Torrance
Programs and Services**

Blood Donor Center
Cancer Care
Cardiac & Vascular Services
Community Outreach
Emergency Services (24-hour)
Diabetes Care
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Orthopedics
Palliative Care
Pathology Services
Pediatric Services
Respiratory Care
Spiritual Care Services
Surgical Services
Rehabilitation Services
Urology
Volunteer Services
Women's Health Services
■ Obstetrics
■ NICU
Wound Care

**Providence Saint Joseph Medical Center
Programs and Services**

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pulmonary Services
Rehabilitation Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Tarzana Medical Center
Programs and Services

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pediatric Services / Pediatric Intensive Care
Pulmonary Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services

- Obstetrics
- NICU

(A) Continue to be certified to participate in the Medicare program and have a Medicare provider number to provide the same types and levels of emergency and non-emergency services as provided as of the Closing.

5.0 City/County Contract Commitment: For a period of five (5) years from the Closing, each Hospital shall maintain each contract it has entered into with any City or County as specified on Attachment A (City/County Contract Commitments) attached hereto, unless any such contract is terminated for cause or expires in accordance with its current terms.

(continued on next page)

6.0 Charity Care Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of charity care (the "Minimum Charity Care Amount") that is no less than the amount set forth in the "2014-2015 Average" column for the corresponding Hospital in the chart below:

**Providence Health & Services and St. Joseph Health
Cost of Charity Care Summary
Fiscal Years 2014 to 2015**

Hospital	Cost of Charity to Hospital		
	2014	2015 ⁽¹⁾	2014 - 2015 Average
St. Mary Medical Center	\$7,912,528	\$4,121,065	\$6,016,797
Redwood Memorial Hospital	\$731,156	\$577,891	\$654,523
St. Joseph Hospital, Eureka	\$1,790,044	\$1,653,541	\$1,721,792
Providence Holy Cross Medical Center	\$5,634,497	\$4,762,251	\$5,198,374
Providence Saint Joseph Medical Center	\$7,319,026	\$3,056,824	\$5,187,925
Providence Tarzana Medical Center	\$2,522,462	\$1,347,479	\$1,934,970
Providence Little Company of Mary Medical Center San Pedro	\$2,523,959	\$1,189,510	\$1,856,734
Providence Little Company of Mary Medical Center Torrance	\$8,767,281	\$3,868,858	\$6,318,069
Saint John's Health Center	Subject to AG Conditional Consent January 14, 2014		
Queen of the Valley Medical Center	\$2,041,891	\$1,728,615	\$1,885,253
Hoag Hospital - Newport Beach and Irvine	Subject to AG Conditional Consent February 8, 2013		
Mission Hospital - Mission Viejo and Laguna Beach ⁽²⁾	\$7,229,156	\$4,803,937	\$6,016,546
St. Joseph Hospital of Orange	\$9,904,721	\$7,573,418	\$8,739,069
St. Jude Medical Center	\$7,737,027	\$5,705,177	\$6,721,102
Petaluma Valley Hospital	\$1,132,221	\$838,880	\$985,550
Santa Rosa Memorial Hospital	\$5,519,696	\$5,230,452	\$5,375,074
Total	\$70,765,664	\$46,457,897	\$58,611,780

Source: OSHPD Financial Disclosure Reports (2014 figures), St. Joseph Health (2015 figures)

Note: Hoag Hospital and Saint John's Health Center charity care numbers are currently the subject of Attorney General conditions from prior transactions.

(1) FY 2014 cost-to-charge ratio applied to 2015 charity charges to calculate cost of charity to hospital. Providence 2015 data is a year-to-date annualized estimate.

(2) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics). Each Hospital shall have charity care and collection policies that comply with Federal and California law.

7.0 Community Benefit Program Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of Community Benefit Services (the "Minimum Community Benefit Services Amount") that is no less than the amount set forth in the "Hospital Commitment" column for the corresponding Hospital in the chart below:

Providence Health and Services and St. Joseph Health System
Community Benefit Expenditures by Ministry⁽¹⁾
Calendar Years 2011 to 2014

Hospital	2011	2012	2013	2014	Hospital Commitment ⁽²⁾
Providence Holy Cross Medical Center	\$1,044,252	\$933,328	\$1,050,720	\$972,003	\$1,000,076
Providence Little Company of Mary San Pedro	\$1,836,161	\$1,706,993	\$1,629,022	\$1,503,131	\$1,668,827
Providence Little Company of Mary Torrance	\$4,232,362	\$2,254,286	\$2,057,692	\$1,896,081	\$2,610,105
Providence Saint John's Health Center	Subject to AG Commitment January 14, 2014				\$3,374,251
Providence Saint Joseph Medical Center	\$1,172,156	\$929,028	\$1,058,582	\$1,155,121	\$1,078,722
Providence Tarzana Medical Center	\$612,236	\$496,883	\$476,211	\$801,568	\$596,725
Hoag Hospital - Newport Beach and Irvine	Subject to AG Commitment February 8, 2013				\$9,500,000
Mission Hospital - Mission Viejo and Laguna Beach ⁽³⁾	\$5,654,285	\$4,775,844	\$4,404,037	\$4,916,303	\$4,937,617
Petaluma Valley Hospital	\$10,000	\$92,749	\$113,748	\$176,846	\$98,336
Queen of the Valley Medical Center	\$3,215,957	\$2,888,321	\$3,298,694	\$3,465,017	\$3,216,997
Redwood Memorial Hospital	\$980,213	\$715,227	\$793,338	\$417,839	\$726,654
Santa Rosa Memorial Hospital	\$1,844,388	\$2,135,826	\$2,668,956	\$2,982,791	\$2,407,990
St. Joseph Hospital (Eureka)	\$2,357,925	\$2,501,973	\$2,073,069	\$2,061,441	\$2,248,602
St. Joseph Hospital (Orange)	\$9,984,136	\$9,825,416	\$6,865,777	\$5,554,176	\$8,057,376
St. Jude Medical Center	\$8,219,100	\$8,392,969	\$7,476,451	\$5,396,610	\$7,371,283
St. Mary Medical Center	\$3,533,168	\$3,051,705	\$2,556,292	\$4,185,791	\$3,331,739
Total Community Benefit Expenditures	\$44,696,339	\$40,700,548	\$36,522,589	\$35,484,719	\$39,351,049

Source: Providence Health and Services, St. Joseph Health System

(1) The community benefit expenditures set forth in this table reflect expenditures on the types of programs that have historically been treated by the Attorney General as community benefit programs under Title 11, Code of Regulations section 999.5(d)(5)(D). The table does not include expenditures for all SB 697 reported categories. Examples of facility expenditures or costs not included in this table are (i) the unreimbursed cost of Medicare, Medi-Cal and low-margin services, (ii) unreimbursed physician fees and/or subsidies for ED, trauma and other coverage services, (iii) services funded by third parties (e.g., grants), (iv) community benefit operation or administration costs, (v) facility use, and (vi) research.

(2) The Hospital Commitment column reflects each hospital's four year average annual commitment based on the annual community benefit expenditures during the calendar years 2011 through 2014. St. John's Medical Center and Hoag Hospital community benefit commitments are addressed in Section 9.0 of this Exhibit 8.13.

(3) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics).

In addition, SJHS and PH&S, individually or jointly or through NewCo, shall provide support to each of the community benefit programs set forth in the charts immediately below (the

(continued on next page)

“On-Going Community Benefit Programs”) for a period of five (5) years after the Closing either at the current location, at alternate locations, or through affiliation with similar organizations.

**St. Joseph Health
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015**

Hospital	Community Benefit Programs
Redwood Memorial Hospital	Community Resource Centers
St. Joseph Hospital, Eureka	Paso a Paso Program/Healthy Kids Humboldt
Santa Rosa Memorial Hospital	House Calls
Petaluma Valley Hospital	Mobile Health Clinic Promotores de Salud (Health Promoters) Healthy For Life Circle of Sisters (COS) St. Joseph Dental Clinic and Mobile Dental Clinic The Agents of Change Training in the Neighborhoods (ACTION)
Queen of the Valley Medical Center	Community Based Care Coordination and Case Management "CARE Network" Children's Mobile Dental Clinic Obesity Prevention: "Healthy for Life" Perinatal Education and Support
St. Mary Medical Center	Community Clinic programs Health Career Programs San Bernardino County Public Health Initiatives
St. Jude Medical Center	St. Jude Neighborhood Health Center North Orange County Move More Eat Healthy Initiative Community Care Navigation Senior transportation and services to low income elderly
St. Joseph Hospital Orange	La Amistad de San Jose Family Health Center Puente a la Salud Mobile Community Clinics Imaging and laboratory Services Pharmacy Meds Program
Mission Hospital - Laguna Beach	Family Resource Centers
Mission Hospital - Mission Viejo	Community Mental Health Initiatives/Depression Initiatives Behavioral Health Camino Health Center (FQHC) Increasing Access to Health Care

Source: St. Joseph Health

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

Providence Health & Services
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Little Company of Mary - San Pedro	Creating Opportunities for Physical Activity (COPA)
Little Company of Mary - Torrance	CHIP-Access to Los Cost/Free Primary Care Vasek Polak Medical Home for the Most Vulnerable Get Out and Live (GOAL) Partners for Healthy Kids ("PFHK") Welcome Baby ⁽¹⁾
Saint John's Medical Center	Venice Family Clinic Ocean Park Community Center Westside Family Health Center Cleft Palate Clinic
Providence Holy Cross Medical Center	Access to Care Program
Providence Saint Joseph Medical Center	Faith Community Health Partnership/Latino Health Promoter
Providence Tarzana Medical Center	Senior Outreach Tattoo Removal School Nurse Services

Source: Providence Health & Services

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

8.0 Petaluma Valley Hospital. SJHS operates Petaluma Valley Hospital pursuant to a management contract that expires in January 2017. The commitments set forth in Sections 2.0 through 7.0 above shall apply to Petaluma Valley Hospital during the remaining term of the current management contract.

9.0 Providence Saint John's Health Center and Hoag Commitments. SJHS and PH&S, individually or jointly or through NewCo, shall insure full compliance with any and all Conditions of Consent previously issued by the California Attorney General, and the terms of any agreements with the California Attorney General, with respect to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian transactions, including (without limitation) (i) the Conditions of Consent set forth in the California Attorney General's January 14, 2014 and February 8, 2013 letters concerning those facilities and (ii) the March 8, 2014 Agreement between the California Attorney General and Hoag Memorial Hospital Presbyterian. Notwithstanding the foregoing, SJHS and PH&S each reserve the right (and the rights of NewCo), in accordance with Title 11, California Code of Regulations, Section 999.5(h), to seek the amendment of any such Conditions of Consent, or the terms of any other agreements with the California Attorney General, applicable to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian facilities.

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
RMH	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	4/1/06
RMH	North Coast Emergency Medical Services	EDAP Level I Designation	7/1/10
RMH	City of Blue Lake	MOU re: Blue Lake Family Resource Center	1/1/15
RMH	County of Humboldt-DHHS	Grant Agreement for Blue Lake CRC - CalWORKS and CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Rio Dell CRC - CalWORKs & CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Willow Creek CRC - CalWORKs & CalFresh	7/15/15
SJE	County of Humboldt Mental Health	Behavioral Health	1/1/15
SJE	County of Humboldt	Agreement Concerning Use of Short Wave Radio Equipment	1/3/95
SJE	Humboldt County	MOU for Death Review Panel	2/1/01
SJE	Humboldt County Children's Health Initiative	Charter	1/1/06
SJE	Humboldt County	MOU for Healthy Kids Humboldt Support	2/14/12
SJE	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	7/21/12
SJE	County of Humboldt-DHHS	CalFresh Grant Agreement	11/1/14
SJE	County of Humboldt-DHHS-Mental Health Branch	Service Agreement for Hospital Services	1/1/15
SJE	County of Humboldt-DHHS	MOU for 340B Program	1/1/15
SJE and RMH	Humboldt County Office of Education	Work Exploration Agreement for High School Students	2/3/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
QVMC	County of Napa	Business Associate Agreement #6165	7/1/03
QVMC	Napa County Child Welfare Services	MOU for Suspected Child Abuse	1/1/11
QVMC	County of Napa	Synergy Agreement #7167	1/6/09
QVMC	County of Napa w/Comm Hlth Clinic Ole, Kaiser,	MOU- Medical Emergency Coop Agmt for Healthcare Organizations	12/18/07
QVMC	Napa County Health & Human Services, Public	MOU for Napa Fussy Baby Collaborative	3/4/13
QVMC	County of Napa	PSA for Services re: Calif AIDS Master Grant Agmt for HIV Care #3236	7/1/13
QVMC	County of Napa	Designation as a Level III Trauma Center #7657	7/1/13
QVMC	County of Napa	Hospital Preparedness Program (HPP) Coalition Participation Agreement	8/14/13
QVMC	County of Napa	Grant Agreement #8157 Tobacco Settlement	7/1/14
QVMC	First 5 Napa County Children and Family Comm.	Grant Agreement #510-15 for Dental Van	7/1/14
QVMC	County of Napa	PSA for Medi-Cal Administrative Activities #8146	7/1/14
QVMC	Napa County Alcohol and Drug Services Division	MOU for Drug and Alcohol Counseling	3/5/15
SRMH	County of Sonoma	Provision of Services/Medication Management Grant	7/1/15
Hoag	Children's And Families Commission of OC	Agreement for early Childhood Development Svcs	2/5/14
Hoag	County of Orange	Agreement for the provision of certain HIV Services	3/1/15
Hoag	County of Orange	Indigent and Trauma Care	7/1/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
MH	County of Orange	Indigent and Trauma Care	7/1/14
MH	County of Orange	Medi-Cal Admin Svcs	7/1/15
MH	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Caregiver Resource Center	7/1/14
SJMC	County of Orange	Indigent and Trauma Care	7/1/14
SJMC	County of Orange	Designated ER Services	7/1/13
SJMC	Childrens and Families Commission	Early Childhood Development	2/5/14
SJMC	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Paternity Opportunity Program	9/9/14
SJO	County of Orange	Indigent and Trauma Care	7/1/14
SJO	County of Orange	Designated ER Services	7/1/13
SJO	County of Orange	MSN - Medical Safety Net	7/1/15
PVH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency Organizations to coordinate services in disaster situations	10/1/06
PVH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
PVH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
SRM and PVH	County of Sonoma	Mental Health Services Agreement No. 2015-0023-A00	4/15/15
SRMH	Sonoma County Indian Health Project (SCIHP)	Medi-Cal	8/1/14
SRMH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency to coordinate services in disaster situations	5/15/06
SRMH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
SRMH	County of Sonoma	Level II Trauma Center Designation	5/1/10
SRMH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
SRMH	County of Sonoma	EMS Base Hospital Agreement	7/1/15
SRMH	County of Sonoma	STEMI Receiving Center Agreement	7/1/15

Key:

RMH = Redwood Memorial Hospital
 SJE = St. Joseph Hospital, Eureka
 QVMC = Queen of the Valley Medical Center
 SRMH = Santa Rosa Memorial Hospital
 Hoag = Hoag Hospital – Newport Beach / Irvine
 MH = Mission Hospital – Mission Viejo / Laguna Beach
 SJMC = St. Jude Medical Center
 SJO = St. Joseph Hospital of Orange
 PVH = Petaluma Valley Hospital

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
San Pedro			
PHS-So. Cal dba Providence Little Co. of Mary Med. Ctr San Pedro	County of Los Angeles	Psychiatric Inpatient Hospital Services to Medi-Cal Beneficiaries eligible for such services under the Medi-Cal Fee-For-Service program	7/1/15
Providence Little Co. of Mary Ctr (San Pedro)	Los Angeles County Dept of Health Services Emergency Medical Services Agency	SART Center Confirmation Agreement	4/20/15
Torrance			
Little Company of Mary Hospital (Torrance)	County of Los Angeles	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	6/30/08
Little Company of Mary Medical Center (Torrance)	County of Los Angeles	Memorandum of Understanding re Child Support Services	9/24/14-10/31/18
Providence Little Company of Mary-Torrance	County of Los Angeles	Agreement for Participation in Hospital Preparedness Program	1/1/13-6/30/18
Providence Little Company of Mary Medical Center San Pedro	Los Angeles County Children and Families First Proposition 10 Commission (AKA First 5 LA)	Grant Agreement	1/1/15-6/30/16
Providence Little Company of Mary Torrance	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
St. John's			
Sisters of Charity of Leavenworth Health System, Inc. re Saint John's Hospital and Health Center	City of Santa Monica	Development Agreement and Amendment Re Construction for Improvements	10/4/11
Providence Saint John's Health Center	County of Los Angeles	Department of Mental Health (mental health services)	7/1/15
Providence Saint John's Child and Family Development Center	City of Santa Monica Mental Health Services	Will Rogers Learning Development Center/ Child Youth Development Project	7/1/15-6/30/16
Providence Saint John's Health Center	City of Santa Monica	Human Services Grants Program Short Term Grant Agreement	7/1/15-9/30/15

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Providence Saint John's Health Center	County of Los Angeles	Los Angeles County Children and Families First Proposition 10 Commission (A KA First LA) Grant Agreement re Partnerships for Family Initiative	1/1/15-6/30/16
Holy Cross			
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re Stroke Center	6/10/10-5/9/12
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re ST-Elevation Myocardial Infarction Receiving Center	9/1/13-8/31/16
Providence Holy Cross Medical Center	Los Angeles County	Paramedic Base Hospital Services Agreement	1/1/13-6/30/17
Providence Health System So. CA. dba Providence Holy Cross Medical Center	Los Angeles County	Trauma Center Service Agreement, as amended	7/1/08-12/31/15
St. Joseph's			
Providence Saint Joseph Medical Center	County of Los Angeles	Hospital Preparedness Program Agreement, as amended.	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement	10/19/09-3/22/10
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	EDAP Confirmation Agreement	12/5/11-12/4/14
Providence Health System-Southern California DBA Providence Saint Joseph Medical Center	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	SRC Confirmation Agreement	6/1/13-3/31/16

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Tarzana			
Encino Tarzana Regional Medical Center-Tarzana	County of Los Angeles – Department of Health Services Emergency Medical Services Agency	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	7/1/06-6/30/07
Providence Health and Services DBA Providence Tarzan Medical Center	County of Los Angeles	Expanded Agreement re Hospital Bioterrorism Preparedness	1/1/01-12/31/-12
Providence Tarzana Medical Center	County of Los Angeles, Child Support Services Department	Intra-County Plan of Cooperation re guidelines for an effective social security program	10/1/09
Providence Tarzana Medical center	Los Angeles County Department of Health Services Emergency Medical Services Agency	Stroke Center Confirmation Agreement re Caring for Stroke Population of LA County	4/1/10-5/31/12
Providence Tarzana Medical Center	Los Angeles County Emergency Department	Approved for Pediatrics (EDAP) Confirmation Agreement	12/5/11-12/5/14
Providence Tarzana Medical Center	Los Angeles County Department of Health Services- Emergency Medical Services Agency	SRC Confirmation Agreement re Approved ST-Elevation Myocardial Infarction Receiving Center (SRC)	4/1/10/3/31/12
Providence Tarzana Medical Center	County of Los Angeles Department of Public Health, Acute Communicable Disease Control Program	Confidential Data Use Agreement	7/22/09

ANALYSIS OF REDWOOD MEMORIAL HOSPITAL'S SERVICE AREA

Service Area Definition

Based upon Redwood Memorial Hospital's 2014 inpatient discharges, Redwood Memorial Hospital's service area is comprised of 25 ZIP Codes from which 92% of its inpatient discharges originated. Approximately 50% of Redwood Memorial Hospital's discharges originated from the top two ZIP Codes, located in Fortuna and Rio Dell. In 2014, Redwood Memorial Hospital's market share in the service area was approximately 17% based on total area discharges.

SERVICE AREA PATIENT ORIGIN MARKET SHARE BY ZIP CODE						
ZIP Codes	Community	Total Discharges	% of Discharges	Cumulative % of Discharges	Total Area Discharges	Market Share
95540	Fortuna	623	40.4%	40.4%	1,320	47.2%
95562	Rio Dell	153	9.9%	50.4%	348	44.0%
95501	Eureka	96	6.2%	56.6%	2,661	3.6%
95503	Eureka	70	4.5%	61.1%	2,016	3.5%
95536	Ferndale	68	4.4%	65.5%	224	30.4%
95551	Loleta	51	3.3%	68.9%	161	31.7%
95528	Carlotta	45	2.9%	71.8%	88	51.1%
95560	Redway	42	2.7%	74.5%	203	20.7%
95565	Scotia	41	2.7%	77.2%	94	43.6%
95547	Hydesville	39	2.5%	79.7%	108	36.1%
95542	Garberville	36	2.3%	82.0%	206	17.5%
95554	Myers Flat	29	1.9%	83.9%	67	43.3%
95589	Whitethorn	20	1.3%	85.2%	88	22.7%
95502	Eureka	17	1.1%	86.3%	373	4.6%
95526	Bridgeville	15	1.0%	87.3%	58	25.9%
95552	Mad River	12	0.8%	88.1%	43	27.9%
95571	Weott	12	0.8%	88.8%	22	54.5%
95511	Alderpoint	9	0.6%	89.4%	31	29.0%
95553	Miranda	8	0.5%	89.9%	59	13.6%
95569	Redcrest	6	0.4%	90.3%	16	37.5%
95559	Phillipsville	6	0.4%	90.7%	24	25.0%
95514	Blocksburg	5	0.3%	91.0%	29	17.2%
95558	Petrolia	3	0.2%	91.2%	18	16.7%
95537	Fields Landing	3	0.2%	91.4%	45	6.7%
95545	Honeydew	1	0.1%	91.5%	14	7.1%
Subtotal		1,410	91.5%	91.5%	8,316	17.0%
Other ZIPs		131	8.5%	100%		
Total		1,541	100%			

Note: Excludes normal newborns

Source: OSHPD Patient Discharge Database

Conditions to Change in Control and Governance of St. Jude Medical Center¹ and Approval Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services and the Supplemental Agreement by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian

I.

These Conditions shall be legally binding on the following entities: Providence St. Joseph Health, a Washington nonprofit corporation, Providence Health & Services, a Washington nonprofit corporation, St. Joseph Health System, a California nonprofit public benefit corporation, St. Joseph Health Ministry, a California nonprofit public benefit corporation, Covenant Health Network, Inc., a California nonprofit public benefit corporation, Santa Rosa Memorial Hospital, a California nonprofit public benefit corporation, Redwood Memorial Hospital of Fortuna, California nonprofit public benefit corporation, St. Joseph Hospital of Eureka, a California nonprofit public benefit corporation, Queen of the Valley Medical Center, a California nonprofit public benefit corporation, Hoag Memorial Hospital Presbyterian, a California nonprofit public benefit corporation, Mission Hospital Regional Medical Center, a California nonprofit public benefit corporation, St. Joseph Hospital of Orange, a California nonprofit public benefit corporation, St. Jude Hospital (St. Jude Hospital Corporation), a California nonprofit public benefit corporation, St. Mary Medical Center, a California nonprofit public benefit corporation, SRM Alliance Hospital Services, a California nonprofit public benefit corporation, Providence Health System – Southern California, a California nonprofit religious corporation, Providence Saint John’s Health Center, a California nonprofit religious corporation, any other subsidiary, parent, general partner, limited partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of any of the above-listed entities, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of St. Jude Medical Center or the real property on which St. Jude Medical Center is located, any and all current and future owners, lessees, licensees, or operators of St. Jude Medical Center, and any and all current and future lessees and owners of the real property on which St. Jude Medical Center is located.

II.

The transaction approved by the Attorney General consists of the Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services, dated November 23, 2015, and the Supplemental Agreement made and entered into by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian, dated September 30, 2015, and any and all amendments, agreements, or documents

¹ Throughout this document, the term “St. Jude Medical Center” shall mean the general acute care hospital located at 101 E. Valencia Mesa Dr., Fullerton, CA 92835-3809, and any other clinics, laboratories, units, services, or beds included on the license issued to St. Jude Hospital by the California Department of Public Health, effective April 1, 2015, unless otherwise indicated.

referenced in or attached to as an exhibit or schedule to the Health System Combination Agreement and the Supplemental Agreement.

All of the entities listed in Condition I shall fulfill the terms of these agreements or documents and shall notify the Attorney General in writing of any proposed modification or rescission of any of the terms of these agreements or documents. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5923.

III.

For eleven fiscal years from the closing date of the Health System Combination Agreement, Providence St. Joseph Health, St. Joseph Health System, St. Jude Hospital Corporation, and all future owners, managers, lessees, licensees, or operators of St. Jude Medical Center shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

- (a) Sell, transfer, lease, exchange, option, convey, manage, or otherwise dispose of St. Jude Medical Center; or
- (b) Transfer control, responsibility, management, or governance of St. Jude Medical Center. The substitution or addition of a new corporate member or members of Providence St. Joseph Health, St. Joseph Health System, or St. Jude Hospital Corporation that transfers the control of, responsibility for, or governance of St. Jude Medical Center shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or St. Jude Hospital Corporation, or any arrangement, written or oral, that would transfer voting control of the members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or St. Jude Hospital Corporation shall also be deemed a transfer for purposes of this Condition.

IV.

For ten years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Jude Hospital Corporation shall operate and maintain St. Jude Medical Center as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250).

V.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Jude Hospital Corporation shall maintain and provide the following healthcare services at current² licensure and designation with the current types and/or levels of services at St. Jude Medical Center:

² The term “current” or “currently” throughout this document means as of April 1, 2015.

- a) 24-hour emergency medical services, including a minimum of 36 emergency treatment stations and designation as a Paramedic Base Hospital;
- b) Cardiac services, including a minimum of 6 cardiac catheterization labs and designation as a STEMI Receiving Center;
- c) Critical care services, including a minimum of 52 intensive care beds;
- d) Neuroscience services, including certification as a Comprehensive Stroke Center;
- e) Obstetric services, including a minimum of 33 obstetrics beds;
- f) Neonatal intensive care services, including a minimum of 14 neonatal intensive care beds, and at a minimum, maintaining a Level III Neonatal Intensive Care Unit;
- g) Rehabilitation services, including a minimum of 30 physical rehabilitation beds; and
- h) Women's health services, including those services provided at St. Jude Kathryn T. McCarty Breast Center.

St. Joseph Health System and St. Jude Hospital Corporation shall not place all or any portion of the above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.

VI.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Jude Hospital Corporation shall maintain its First Amended and Restated Affiliation Agreement with St. Jude Neighborhood Health Centers, a California nonprofit public benefit corporation, dated May 4, 2015, and any amendments, schedules, agreements, grants, and exhibits thereto.

VII.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Jude Hospital Corporation shall maintain and provide the following healthcare services at St. Jude Medical Center at current licensure and designation with the current types and/or levels of services as committed to in Exhibit 8.13 of the Health System Combination Agreement attached hereto as Exhibit 1:

- a) Anesthesia services;
- b) Cancer care services;
- c) Gastroenterology services;
- d) Imaging/radiology services;
- e) Interventional radiology services;
- f) Laboratory services;
- g) Palliative care services;
- h) Pathology services;
- i) Senior services;
- j) Speech therapy services;
- k) Surgical services;
- l) Wellness and fitness services; and
- m) Wound care services.

Within the first year after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall begin implementation of the Providence Health & Services' Clinical Institutes' program across the system in order to deliver better patient outcomes across the most common conditions causing hospitalization. Such implementation shall include the areas of cancer care and musculoskeletal disease. Within two years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health implementation of the Providence Health & Services' Clinical Institutes' program shall also include the areas of neurosciences, cardiovascular, and digestive health.

VIII.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Jude Hospital Corporation shall:

- a) Be certified to participate in the Medi-Cal program at St. Jude Medical Center;
- b) Maintain and have Medi-Cal Managed Care contracts with CalOptima or its successor, to provide the same types and levels of emergency and non-emergency services at St. Jude Medical Center to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause; and
- c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at St. Jude Medical Center to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care) as required in these Conditions.

IX.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Jude Hospital Corporation shall provide an annual amount of Charity Care (as defined below) at St. Jude Medical Center equal to or greater than \$7,401,427 (the Minimum Charity Care Amount). For purposes hereof, the term "charity care" shall mean the amount of charity care costs (not charges) incurred by St. Joseph Health System and St. Jude Hospital Corporation in connection with the operation and provision of services at St. Jude Medical Center. The definition and methodology for calculating "charity care" and the methodology for calculating "costs" shall be the same as that used by Office of Statewide Health

Planning Development (OSHPD) for annual hospital reporting purposes.³ St. Joseph Health System and St. Jude Hospital Corporation shall use and maintain a charity care policy that is no less favorable than its current charity care policy at St. Jude Medical Center and in compliance with California and Federal law.

St. Joseph Health System's and St. Jude Hospital Corporation's obligation under this Condition shall be prorated on a daily basis if the closing date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System's and St. Jude Hospital Corporation's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100" (as published by the U.S. Bureau of Labor Statistics).

After the closing date of the Health System Combination Agreement, if the actual amount of charity care provided at St. Jude Medical Center for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, St. Joseph Health System and St. Jude Hospital Corporation shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide direct health care services to residents in St. Jude Medical Center's service area (35 ZIP codes), as defined on page 52 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

The 2010 Federal Patient Protection and Affordable Care Act may cause a reduction in future needs of charity care. Any actual reduction will be considered "unforeseen" for purposes of Title 11, California Code of Regulations, section 999.5, subdivision (h).

X.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Jude Hospital Corporation shall provide an annual amount of Community Benefit Services at St. Jude Medical Center equal to or greater than \$6,178,843 (the "Minimum Community Benefit Services Amount") exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered:

- a) Family Caregiver Support Program;
- b) Healthy Communities;
- c) St. Jude Neighborhood Health Centers;

³ OSHPD defines charity care by contrasting charity care and bad debt. According to OSHPD, "the determination of what is classified as . . . charity care can be made by establishing whether or not the patient has the ability to pay. The patient's accounts receivable must be written off as bad debt if the patient has the ability but is unwilling to pay off the account."

- d) Health Communities Initiative Re Obesity (North Orange County Move More Eat Healthy Initiative);
- e) Community Care Navigation; and
- f) Transportation Program.

St. Joseph Health System's and St. Jude Hospital Corporation's obligation under this Condition shall be prorated on a daily basis if the effective date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System's and St. Jude Hospital Corporation's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100" (as published by the U.S. Bureau of Labor Statistics).

If the actual amount of community benefit services provided at St. Jude Medical Center for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, St. Joseph Health System and St. Jude Hospital Corporation shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide community benefit services for residents in St. Jude Medical Center's service area (35 ZIP codes), as defined on page 52 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

XI.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Jude Hospital Corporation shall maintain their contracts, including any superseding, successor, or replacement contracts, and any amendments and exhibits thereto with the County of Orange and/or its subdivisions, departments, or agencies including the following⁴:

- a) Caregiver Resource Center, dated July 1, 2014;
- b) Paternity Opportunity Program, dated September 9, 2014;
- c) Agreement for Base Hospital Services; dated July 1, 2013;
- d) Agreement FCI-BN2-09 By and Between Children and Families Commission of Orange County and St. Jude Hospital, dba St. Jude Medical Center, a California non-profit corporation For the Provision of Services, dated February 5, 2014;
- e) Agreement for Provision of Designated Emergency Services between County of Orange and St. Jude Hospital, Inc., dba St. Jude Medical Center July 1, 2013 through June 30, 2018, dated July 1, 2013;

⁴ The dates referenced in this Condition are either the date the agreement was entered into, the date the agreement was executed, in the title of the agreement, or the original or current effective date of the agreement.

- f) Agreement for Provision of Indigent and Trauma Care between County of Orange and St. Jude Hospital, Inc., dba St. Jude Medical Center July 1, 2014 through June 30, 2016, dated July 1, 2014; and
- g) Agreement for Provision of Hospital Services between County of Orange and St. Jude Hospital, Inc., dba St. Jude Medical Center July 1, 2015 through December 31, 2018, dated July 1, 2015.

XII.

Providence St. Joseph Health, St. Joseph Health System, and St. Jude Hospital Corporation shall commit the necessary investments required to meet and maintain OSHPD seismic compliance requirements at St. Jude Medical Center through 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Saf. Code, § 129675-130070).

XIII.

Providence Health & Services, St. Joseph Health System, and St. Jude Hospital Corporation shall complete any capital projects as committed to in the Health System Combination Agreement and Supplemental Agreement.

Within the first three years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall implement a mental health initiative, with an initial expenditure of \$30 million, in the California communities served by their local ministries (\$10 million per year for each of the first 3 years after the closing date). These funds will be expended solely in California and will be used to identify and address the treatment and causes of mental illness including, but not limited to, mental health counseling, disorders affecting children, depressive disorders, psychotic disorders, treatment for addictive behavior, homelessness and other root causes and effects of mental illness.

XIV.

St. Joseph Health System, and St. Jude Hospital Corporation shall maintain privileges for current medical staff at St. Jude Medical Center who are in good standing as of the closing date of the Health System Combination Agreement. Further, the closing of the Health System Combination Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure at St. Jude Medical Center.

For eleven fiscal years after the closing date of the Health System Combination Agreement, all of the entities listed in Condition I shall continue to maintain multi-disciplinary local ministry ethics teams at each hospital and the teams shall consist of physicians, nurses, social workers, chaplains, and ethicists. The application of the Ethical and Religious Directives shall continue to be conducted on a case-by-case basis taking into account the clinical and ethical factors presented in each case by the multi-disciplinary local ministry ethics teams.

XV.

There shall be no discrimination against any lesbian, gay, bisexual, or transgender individuals at St. Jude Medical Center. This prohibition must be explicitly set forth in St. Jude Hospital Corporation's written policies, adhered to, and strictly enforced.

XVI.

For eleven fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Jude Hospital Corporation shall submit to the Attorney General, no later than four months after the conclusion of each fiscal year, a report describing in detail compliance with each Condition set forth herein.

Such report shall also describe in detail the specific steps taken by all of the entities listed in Condition I and provide any supporting and objective evidence and documentation that set forth how the below enumerated transaction benefits are being accomplished with respect to all of the entities listed in Condition I:

- a) Optimize clinical services and health benefits;
- b) Expand community benefit programs;
- c) Achieve greater affordability and access for health care services;
- d) Share clinical and administrative best practices across regions and communities;
- e) Promote outstanding clinical care and greatly improve the patient experience;
- f) Develop the necessary infrastructure for a population health management effort that truly advances healthier communities;
- g) Advance innovations in health care that will benefit future generations;
- h) Create broader opportunities for advocacy in connection with social justice, with particular emphasis on the poor and vulnerable;
- i) Make possible closer integration and/or adoption of specific programs to address the needs of the poor and vulnerable;
- j) Enhance the delivery of health care through a nonprofit, charitable model;
- k) Improve patient access, patient safety, the quality, continuity and coordination of care and improved patient satisfaction with the care and service provided, utilizing a holistic approach focused on the body, mind and spirit;
- l) Develop a stronger infrastructure, including clinical and administrative expertise, for serving specific populations, such as Medi-Cal and the uninsured, in order to promote the health of recipients and use resources more effectively;

- m) Provide a greater ability to combine and coordinate the response to community needs across increased scale and a broader geography;
- n) Spread and adopt the triple aim in the areas of clinical expertise, growth, diversification, innovation and shared services;
- o) Obtain specific financial benefits through access to capital through the creation of a single obligated group that will allow both health systems to become jointly and severally liable for all combined organization tax-exempt debt, allocate risk and optimize borrowing strategy for all of the entities listed in Condition I;
- p) Strengthen and enhance the work environment for all of the entities listed in Condition I;
- q) Support the ability of all of the entities listed in Condition I to attract and retain the talent and expertise required to best serve community needs, including but not limited to, clinical talent to those particular communities where it has previously been challenging to do so;
- r) Maintain and enhance medical group management infrastructure to benefit clinical practice, including sharing of clinical and administrative best practices;
- s) Pursue innovations in virtual healthcare and wellness;
- t) Provide cost-effective care to the communities served by all of the entities listed in Condition I with a special attention to the poor and vulnerable;
- u) Patient benefits from the anticipated stronger infrastructure;
- v) Patient benefits from the creation of new programs to fully advance the hospital systems' charitable missions;
- w) Community benefits from the anticipated unprecedented service and community benefit guarantees; and
- x) Community, particularly the poor and vulnerable, benefits from the strengthened healthcare systems.

Such report shall also include a copy of the following documents with respect to the entities listed in Condition I:

- a) Copies, if any, of new contractual arrangements with any of their affiliated or joint-venture providers, hospitals, surgery, ambulatory or medical centers, facilities, practice or physician groups, and other entities providing medical services for or on behalf of the entities listed in Condition I under these new contracts;
- b) Any new notices to insurers, insureds, other health care providers or competitors, or government regulators regarding the addition of any newly-affiliated medical provider to the entities listed in Condition I; and

- c) All new studies, analyses, and evaluations of or documents referring to the identity of any patient service areas, and geographic and product markets of each of the providers, independent physician associations, groups, centers, facilities, hospitals, centers, and affiliates owned or operated by the entities listed in Condition I providing medical services under any of the entities listed in Condition I's contracts.

The Chairman(s) of the Board of Directors of both St. Joseph Health System, and St. Jude Hospital Corporation and the Chief Executive Officers of both St. Joseph Health System and St. Jude Hospital Corporation shall each certify that the report is true, accurate, and complete and provide documentation of the review and approval of the report by both Boards of Directors.

XVII.

At the request of the Attorney General, all of the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XVIII.

Once the Health System Combination Agreement is closed, all of the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

Exhibit 8.13

Service Commitments

The Service Commitments of the Parties, as referenced in Section 8.13 of the Health System Combination Agreement, are set forth in Paragraphs 1.0 through 9.0 below.

1.0 List of California General Acute Care Hospitals. For the purposes of this Exhibit 8.13, each general acute care hospital sponsored by either SJHS or PH&S, and located in the State of California, is set forth in the chart immediately below.

**Providence Health & Services and St. Joseph Health
Combined System Hospital Overview
Fiscal Year 2015**

Hospitals
St. Mary Medical Center
Redwood Memorial Hospital
St. Joseph Hospital, Eureka
Providence Holy Cross Medical Center
Providence Saint Joseph Medical Center
Providence Tarzana Medical Center
Providence Little Company of Mary Medical Center San Pedro
Providence Little Company of Mary Medical Center Torrance
Saint John's Health Center
Queen of the Valley Medical Center
Hoag Hospital - Newport Beach
Hoag Hospital - Irvine
Mission Hospital - Laguna Beach
Mission Hospital - Mission Viejo
St. Joseph Hospital of Orange
St. Jude Medical Center
Santa Rosa Memorial Hospital
Petaluma Valley Hospital

Source: Providence Health & Services and St. Joseph Health

For the purposes of this Exhibit 8.13, each of the foregoing acute care hospitals – with the exception of Providence Saint John's Health Center, Hoag Hospital-Newport Beach, Hoag Hospital-Irvine, and Petaluma Valley Hospital (which are discussed in Paragraphs 8.0 and 9.0 below, respectively) – is referred to herein as a "Hospital."

2.0 Licensed Acute Care Hospital Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall cause each Hospital to continue to be operated and maintained as a licensed general acute care hospital, as defined in California Health and Safety Code § 1250.

3.0 Specialty Service Commitments. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall operate and maintain certain specified services at each of the Hospitals, as set forth in Sections 3.0(a) and 3.0(b) below.

(a) **Emergency Department Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to maintain and provide twenty-four emergency medical services as currently licensed, with the same number of emergency beds/stations and with the same types of levels of service as provided as of the Closing.¹

(b) **Service Line Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to provide the health care services listed for each corresponding Hospital as specified in the tables below:

SJHS Sponsored Hospitals

St. Jude Medical Center Programs and Services	Mission Hospital Programs and Services
Anesthesia Services Cancer Care Cardiac Center Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Interventional Radiology Laboratory Services Neurosciences Obstetrics Orthopedics/NICU Palliative Care Pathology Services Rehabilitation Services Senior Services Speech Therapy Surgical Services Wellness & Fitness Women's Services Wound Care	Behavioral Health ■ Inpatient Services ■ Outpatient Services Cancer Care Cardiac Services Diabetes Care Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Intensive Care Unit (ICU) Laboratory Services Neurosciences Obstetrics/NICU Orthopedics Pediatric Services Respiratory Care Rehabilitation Services Surgical Services Trauma Care Vascular Services Women's Services

¹ This commitment is subject to reasonable and/or necessary temporary reductions in the number of emergency beds / stations in the event of construction intended to expand emergency department capacity.

**St. Mary Medical Center
Programs and Services**

Cardiac Center
Diabetes Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics/NICU
Rehabilitation Services
Surgical Services
Women's Services
Wound Care

**Queen of the Valley Medical Center
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Wellness Center
Women's Services
Wound Care

**Santa Rosa Memorial Hospital
Programs and Services**

Bariatric Surgery
Behavioral Health
■ Outpatient Services
■ Partial Hospital Program
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Trauma Care
Vascular Services
Women's Services

Saint Joseph Hospital - Orange
Programs and Services

Anesthesia Services
Bariatric Surgery
Behavioral Health
■ Inpatient Services
■ Outpatient Services
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Kidney Dialysis Center
Laboratory Services
Neurosciences
Obstetrics
Ophthalmology
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Urology
Women's Services
Wound Care

Petaluma Valley Hospital
Programs and Services

Cancer Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Vascular Services
Women's Services

St. Joseph Hospital - Eureka
Programs and Services

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

Redwood Memorial Hospital
Programs and Services

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

PH&S Sponsored Hospitals

Providence Holy Cross Medical Center Programs and Services

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour) Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Palliative Care
Pulmonary Services
Rehabilitation Services
Sub-Acute
Telemetry
Trauma Program
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Little Company of Mary Medical Center San Pedro Programs and Services

Acute Psychiatric Services
Cancer Care
Center for Optimal Aging
(Senior Services)
Chemical Dependency
Community Outreach
Diabetes Care
Emergency Services (24-hour)
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Palliative Care
Pathology Services
Psychiatric Services
Rehabilitation Services
Respiratory Care
Spiritual Care Services
Surgery Specialties
Sub-Acute Care
Women Health Services
■ Obstetrics
Wound Care

**Providence Little Company of Mary Medical Center Torrance
Programs and Services**

Blood Donor Center
Cancer Care
Cardiac & Vascular Services
Community Outreach
Emergency Services (24-hour)
Diabetes Care
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Orthopedics
Palliative Care
Pathology Services
Pediatric Services
Respiratory Care
Spiritual Care Services
Surgical Services
Rehabilitation Services
Urology
Volunteer Services
Women's Health Services
■ Obstetrics
■ NICU
Wound Care

**Providence Saint Joseph Medical Center
Programs and Services**

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pulmonary Services
Rehabilitation Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Tarzana Medical Center Programs and Services	
	Ambulatory Surgery Cancer Care Cardiac Catheterization Cardiology Emergency Services (24-hour) Endoscopy Imaging/Radiology Intensive Care Interventional Radiology Laboratory Services Neurosciences Orthopedics Obstetrics/NICU Palliative Care Pediatric Services / Pediatric Intensive Care Pulmonary Services Surgical Services Telemetry Vascular Services Women's Health Services ■ Obstetrics ■ NICU

4.0 Medicare / Medi-Cal Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital:

(A) Continue to be certified to participate in the Medicare program and have a Medicare provider number to provide the same types and levels of emergency and non-emergency services as provided as of the Closing.

(B) Continue to be certified to participate in the Medi-Cal program, and continue to maintain Medi-Cal Managed Care contracts, on competitive terms, that provide the same types of and levels of emergency services and non-emergency services as the Parties' existing Medi-Cal Managed Care contracts.

5.0 City/County Contract Commitment: For a period of five (5) years from the Closing, each Hospital shall maintain each contract it has entered into with any City or County as specified on Attachment A (City/County Contract Commitments) attached hereto, unless any such contract is terminated for cause or expires in accordance with its current terms.

(continued on next page)

6.0 Charity Care Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of charity care (the "Minimum Charity Care Amount") that is no less than the amount set forth in the "2014-2015 Average" column for the corresponding Hospital in the chart below:

**Providence Health & Services and St. Joseph Health
Cost of Charity Care Summary
Fiscal Years 2014 to 2015**

Hospital	Cost of Charity to Hospital		
	2014	2015 ⁽¹⁾	2014 - 2015 Average
St. Mary Medical Center	\$7,912,528	\$4,121,065	\$6,016,797
Redwood Memorial Hospital	\$731,156	\$577,891	\$654,523
St. Joseph Hospital, Eureka	\$1,790,044	\$1,653,541	\$1,721,792
Providence Holy Cross Medical Center	\$5,634,497	\$4,762,251	\$5,198,374
Providence Saint Joseph Medical Center	\$7,319,026	\$3,056,824	\$5,187,925
Providence Tarzana Medical Center	\$2,522,462	\$1,347,479	\$1,934,970
Providence Little Company of Mary Medical Center San Pedro	\$2,523,959	\$1,189,510	\$1,856,734
Providence Little Company of Mary Medical Center Torrance	\$8,767,281	\$3,868,858	\$6,318,069
Saint John's Health Center	Subject to AG Conditional Consent January 14, 2014		
Queen of the Valley Medical Center	\$2,041,891	\$1,728,615	\$1,885,253
Hoag Hospital - Newport Beach and Irvine	Subject to AG Conditional Consent February 8, 2013		
Mission Hospital - Mission Viejo and Laguna Beach ⁽²⁾	\$7,229,156	\$4,803,937	\$6,016,546
St. Joseph Hospital of Orange	\$9,904,721	\$7,573,418	\$8,739,069
St. Jude Medical Center	\$7,737,027	\$5,705,177	\$6,721,102
Petaluma Valley Hospital	\$1,132,221	\$838,880	\$985,550
Santa Rosa Memorial Hospital	\$5,519,696	\$5,230,452	\$5,375,074
Total	\$70,765,664	\$46,457,897	\$58,611,780

Source: OSHPD Financial Disclosure Reports (2014 figures), St. Joseph Health (2015 figures)

Note: Hoag Hospital and Saint John's Health Center charity care numbers are currently the subject of Attorney General conditions from prior transactions.

(1) FY 2014 cost-to-charge ratio applied to 2015 charity charges to calculate cost of charity to hospital. Providence 2015 data is a year-to-date annualized estimate.

(2) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index - All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics). Each Hospital shall have charity care and collection policies that comply with Federal and California law.

7.0 Community Benefit Program Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of Community Benefit Services (the “Minimum Community Benefit Services Amount”) that is no less than the amount set forth in the “Hospital Commitment” column for the corresponding Hospital in the chart below:

Providence Health and Services and St. Joseph Health System
Community Benefit Expenditures by Ministry⁽¹⁾
Calendar Years 2011 to 2014

Hospital	2011	2012	2013	2014	Hospital Commitment ⁽²⁾
Providence Holy Cross Medical Center	\$1,044,252	\$933,328	\$1,050,720	\$972,003	\$1,000,076
Providence Little Company of Mary San Pedro	\$1,836,161	\$1,706,993	\$1,629,022	\$1,503,131	\$1,668,827
Providence Little Company of Mary Torrance	\$4,232,362	\$2,254,286	\$2,057,692	\$1,896,081	\$2,610,105
Providence Saint John's Health Center	Subject to AG Commitment January 14, 2014				\$3,374,251
Providence Saint Joseph Medical Center	\$1,172,156	\$929,028	\$1,058,582	\$1,155,121	\$1,078,722
Providence Tarzana Medical Center	\$612,236	\$496,883	\$476,211	\$801,568	\$596,725
Hoag Hospital - Newport Beach and Irvine	Subject to AG Commitment February 8, 2013				\$9,500,000
Mission Hospital - Mission Viejo and Laguna Beach ⁽³⁾	\$5,654,285	\$4,775,844	\$4,404,037	\$4,916,303	\$4,937,617
Petaluma Valley Hospital	\$10,000	\$92,749	\$113,748	\$176,846	\$98,336
Queen of the Valley Medical Center	\$3,215,957	\$2,888,321	\$3,298,694	\$3,465,017	\$3,216,997
Redwood Memorial Hospital	\$980,213	\$715,227	\$793,338	\$417,839	\$726,654
Santa Rosa Memorial Hospital	\$1,844,388	\$2,135,826	\$2,668,956	\$2,982,791	\$2,407,990
St. Joseph Hospital (Eureka)	\$2,357,925	\$2,501,973	\$2,073,069	\$2,061,441	\$2,248,602
St. Joseph Hospital (Orange)	\$9,984,136	\$9,825,416	\$6,865,777	\$5,554,176	\$8,057,376
St. Jude Medical Center	\$8,219,100	\$8,392,969	\$7,476,451	\$5,396,610	\$7,371,283
St. Mary Medical Center	\$3,533,168	\$3,051,705	\$2,556,292	\$4,185,791	\$3,331,739
Total Community Benefit Expenditures	\$44,696,339	\$40,700,548	\$36,522,589	\$35,484,719	\$39,351,049

Source: Providence Health and Services, St. Joseph Health System

(1) The community benefit expenditures set forth in this table reflect expenditures on the types of programs that have historically been treated by the Attorney General as community benefit programs under Title 11, Code of Regulations section 999.5(d)(5)(D). The table does not include expenditures for all SB 697 reported categories. Examples of facility expenditures or costs not included in this table are (i) the unreimbursed cost of Medicare, Medi-Cal and low-margin services, (ii) unreimbursed physician fees and/or subsidies for ED, trauma and other coverage services, (iii) services funded by third parties (e.g., grants), (iv) community benefit operation or administration costs, (v) facility use, and (vi) research.

(2) The Hospital Commitment column reflects each hospital's four year average annual commitment based on the annual community benefit expenditures during the calendar years 2011 through 2014. St. John's Medical Center and Hoag Hospital community benefit commitments are addressed in Section 9.0 of this Exhibit 8.13.

(3) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics).

In addition, SJHS and PH&S, individually or jointly or through NewCo, shall provide support to each of the community benefit programs set forth in the charts immediately below (the

(continued on next page)

“On-Going Community Benefit Programs”) for a period of five (5) years after the Closing either at the current location, at alternate locations, or through affiliation with similar organizations.

St. Joseph Health
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Redwood Memorial Hospital	Community Resource Centers
St. Joseph Hospital, Eureka	Paso a Paso Program/Healthy Kids Humboldt
Santa Rosa Memorial Hospital	House Calls
Petaluma Valley Hospital	Mobile Health Clinic Promotores de Salud (Health Promoters) Healthy For Life Circle of Sisters (COS) St. Joseph Dental Clinic and Mobile Dental Clinic The Agents of Change Training in the Neighborhoods (ACTION)
Queen of the Valley Medical Center	Community Based Care Coordination and Case Management "CARE Network" Children's Mobile Dental Clinic Obesity Prevention: "Healthy for Life" Perinatal Education and Support
St. Mary Medical Center	Community Clinic programs Health Career Programs San Bernardino County Public Health Initiatives
St. Jude Medical Center	St. Jude Neighborhood Health Center North Orange County Move More Eat Healthy Initiative Community Care Navigation Senior transportation and services to low income elderly
St. Joseph Hospital Orange	La Amistad de San Jose Family Health Center Puente a la Salud Mobile Community Clinics Imaging and laboratory Services Pharmacy Meds Program
Mission Hospital - Laguna Beach	Family Resource Centers
Mission Hospital - Mission Viejo	Community Mental Health Initiatives/Depression Initiatives Behavioral Health Camino Health Center (FQHC) Increasing Access to Health Care

Source: St. Joseph Health

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

Providence Health & Services
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Little Company of Mary - San Pedro	Creating Opportunities for Physical Activity (COPA)
Little Company of Mary - Torrance	CHIP-Access to Los Cost/Free Primary Care Vasek Polak Medical Home for the Most Vulnerable Get Out and Live (GOAL) Partners for Healthy Kids ("PFHK") Welcome Baby ⁽¹⁾
Saint John's Medical Center	Venice Family Clinic Ocean Park Community Center Westside Family Health Center Cleft Palate Clinic
Providence Holy Cross Medical Center	Access to Care Program
Providence Saint Joseph Medical Center	Faith Community Health Partnership/Latino Health Promoter
Providence Tarzana Medical Center	Senior Outreach Tattoo Removal School Nurse Services

Source: Providence Health & Services

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

8.0 Petaluma Valley Hospital. SJHS operates Petaluma Valley Hospital pursuant to a management contract that expires in January 2017. The commitments set forth in Sections 2.0 through 7.0 above shall apply to Petaluma Valley Hospital during the remaining term of the current management contract.

9.0 Providence Saint John's Health Center and Hoag Commitments. SJHS and PH&S, individually or jointly or through NewCo, shall insure full compliance with any and all Conditions of Consent previously issued by the California Attorney General, and the terms of any agreements with the California Attorney General, with respect to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian transactions, including (without limitation) (i) the Conditions of Consent set forth in the California Attorney General's January 14, 2014 and February 8, 2013 letters concerning those facilities and (ii) the March 8, 2014 Agreement between the California Attorney General and Hoag Memorial Hospital Presbyterian. Notwithstanding the foregoing, SJHS and PH&S each reserve the right (and the rights of NewCo), in accordance with Title 11, California Code of Regulations, Section 999.5(h), to seek the amendment of any such Conditions of Consent, or the terms of any other agreements with the California Attorney General, applicable to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian facilities.

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
RMH	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	4/1/06
RMH	North Coast Emergency Medical Services	EDAP Level I Designation	7/1/10
RMH	City of Blue Lake	MOU re: Blue Lake Family Resource Center	1/1/15
RMH	County of Humboldt-DHHS	Grant Agreement for Blue Lake CRC - CalWORKS and CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Rio Dell CRC - CalWORKs & CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Willow Creek CRC - CalWORKs & CalFresh	7/15/15
SJE	County of Humboldt Mental Health	Behavioral Health	1/1/15
SJE	County of Humboldt	Agreement Concerning Use of Short Wave Radio Equipment	1/3/95
SJE	Humboldt County	MOU for Death Review Panel	2/1/01
SJE	Humboldt County Children's Health Initiative	Charter	1/1/06
SJE	Humboldt County	MOU for Healthy Kids Humboldt Support	2/14/12
SJE	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	7/21/12
SJE	County of Humboldt-DHHS	CalFresh Grant Agreement	11/1/14
SJE	County of Humboldt-DHHS-Mental Health Branch	Service Agreement for Hospital Services	1/1/15
SJE	County of Humboldt-DHHS	MOU for 340B Program	1/1/15
SJE and RMH	Humboldt County Office of Education	Work Exploration Agreement for High School Students	2/3/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
QVMC	County of Napa	Business Associate Agreement #6165	7/1/03
QVMC	Napa County Child Welfare Services	MOU for Suspected Child Abuse	1/1/11
QVMC	County of Napa	Synergy Agreement #7167	1/6/09
QVMC	County of Napa w/Comm Hlth Clinic Ole, Kaiser,	MOU- Medical Emergency Coop Agmt for Healthcare Organizations	12/18/07
QVMC	Napa County Health & Human Services, Public	MOU for Napa Fussy Baby Collaborative	3/4/13
QVMC	County of Napa	PSA for Services re: Calif AIDS Master Grant Agmt for HIV Care #3236	7/1/13
QVMC	County of Napa	Designation as a Level III Trauma Center #7657	7/1/13
QVMC	County of Napa	Hospital Preparedness Program (HPP) Coalition Participation Agreement	8/14/13
QVMC	County of Napa	Grant Agreement #8157 Tobacco Settlement	7/1/14
QVMC	First 5 Napa County Children and Family Comm.	Grant Agreement #510-15 for Dental Van	7/1/14
QVMC	County of Napa	PSA for Medi-Cal Administrative Activities #8146	7/1/14
QVMC	Napa County Alcohol and Drug Services Division	MOU for Drug and Alcohol Counseling	3/5/15
SRMH	County of Sonoma	Provision of Services/Medication Management Grant	7/1/15
Hoag	Children's And Families Commission of OC	Agreement for early Childhood Development Svcs	2/5/14
Hoag	County of Orange	Agreement for the provision of certain HIV Services	3/1/15
Hoag	County of Orange	Indigent and Trauma Care	7/1/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
MH	County of Orange	Indigent and Trauma Care	7/1/14
MH	County of Orange	Medi-Cal Admin Svcs	7/1/15
MH	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Caregiver Resource Center	7/1/14
SJMC	County of Orange	Indigent and Trauma Care	7/1/14
SJMC	County of Orange	Designated ER Services	7/1/13
SJMC	Childrens and Families Commission	Early Childhood Development	2/5/14
SJMC	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Paternity Opportunity Program	9/9/14
SJO	County of Orange	Indigent and Trauma Care	7/1/14
SJO	County of Orange	Designated ER Services	7/1/13
SJO	County of Orange	MSN - Medical Safety Net	7/1/15
PVH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency Organizations to coordinate services in disaster situations	10/1/06
PVH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
PVH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
SRM and PVH	County of Sonoma	Mental Health Services Agreement No. 2015-0023-A00	4/15/15
SRMH	Sonoma County Indian Health Project (SCIHP)	Medi-Cal	8/1/14
SRMH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency to coordinate services in disaster situations	5/15/06
SRMH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
SRMH	County of Sonoma	Level II Trauma Center Designation	5/1/10
SRMH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
SRMH	County of Sonoma	EMS Base Hospital Agreement	7/1/15
SRMH	County of Sonoma	STEMI Receiving Center Agreement	7/1/15

Key:

RMH = Redwood Memorial Hospital
 SJE = St. Joseph Hospital, Eureka
 QVMC = Queen of the Valley Medical Center
 SRMH = Santa Rosa Memorial Hospital
 Hoag = Hoag Hospital – Newport Beach / Irvine
 MH = Mission Hospital – Mission Viejo / Laguna Beach
 SJMC = St. Jude Medical Center
 SJO = St. Joseph Hospital of Orange
 PVH = Petaluma Valley Hospital

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
San Pedro			
PHS-So. Cal dba Providence Little Co. of Mary Med. Ctr San Pedro	County of Los Angeles	Psychiatric Inpatient Hospital Services to Medi-Cal Beneficiaries eligible for such services under the Medi-Cal Fee-For-Service program	7/1/15
Providence Little Co. of Mary Ctr (San Pedro)	Los Angeles County Dept of Health Services Emergency Medical Services Agency	SART Center Confirmation Agreement	4/20/15
Torrance			
Little Company of Mary Hospital (Torrance)	County of Los Angeles	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	6/30/08
Little Company of Mary Medical Center (Torrance)	County of Los Angeles	Memorandum of Understanding re Child Support Services	9/24/14-10/31/18
Providence Little Company of Mary-Torrance	County of Los Angeles	Agreement for Participation in Hospital Preparedness Program	1/1/13-6/30/18
Providence Little Company of Mary Medical Center San Pedro	Los Angeles County Children and Families First Proposition 10 Commission (AKA First 5 LA)	Grant Agreement	1/1/15-6/30/16
Providence Little Company of Mary Torrance	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
St. John's			
Sisters of Charity of Leavenworth Health System, Inc. re Saint John's Hospital and Health Center	City of Santa Monica	Development Agreement and Amendment Re Construction for Improvements	10/4/11
Providence Saint John's Health Center	County of Los Angeles	Department of Mental Health (mental health services)	7/1/15
Providence Saint John's Child and Family Development Center	City of Santa Monica Mental Health Services	Will Rogers Learning Development Center/ Child Youth Development Project	7/1/15-6/30/16
Providence Saint John's Health Center	City of Santa Monica	Human Services Grants Program Short Term Grant Agreement	7/1/15-9/30/15

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Providence Saint John's Health Center	County of Los Angeles	Los Angeles County Children and Families First Proposition 10 Commission (A KA First LA) Grant Agreement re Partnerships for Family Initiative	1/1/15-6/30/16
Holy Cross			
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re Stroke Center	6/10/10-5/9/12
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re ST-Elevation Myocardial Infarction Receiving Center	9/1/13-8/31/16
Providence Holy Cross Medical Center	Los Angeles County	Paramedic Base Hospital Services Agreement	1/1/13-6/30/17
Providence Health System So. CA. dba Providence Holy Cross Medical Center	Los Angeles County	Trauma Center Service Agreement, as amended	7/1/08-12/31/15
St. Joseph's			
Providence Saint Joseph Medical Center	County of Los Angeles	Hospital Preparedness Program Agreement, as amended.	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement	10/19/09-3/22/10
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	EDAP Confirmation Agreement	12/5/11-12/4/14
Providence Health System-Southern California DBA Providence Saint Joseph Medical Center	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	SRC Confirmation Agreement	6/1/13-3/31/16

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Tarzana			
Encino Tarzana Regional Medical Center-Tarzana	County of Los Angeles – Department of Health Services Emergency Medical Services Agency	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	7/1/06-6/30/07
Providence Health and Services DBA Providence Tarzan Medical Center	County of Los Angeles	Expanded Agreement re Hospital Bioterrorism Preparedness	1/1/01-12/31/-12
Providence Tarzana Medical Center	County of Los Angeles, Child Support Services Department	Intra-County Plan of Cooperation re guidelines for an effective social security program	10/1/09
Providence Tarzana Medical center	Los Angeles County Department of Health Services Emergency Medical Services Agency	Stroke Center Confirmation Agreement re Caring for Stroke Population of LA County	4/1/10-5/31/12
Providence Tarzana Medical Center	Los Angeles County Emergency Department	Approved for Pediatrics (EDAP) Confirmation Agreement	12/5/11-12/5/14
Providence Tarzana Medical Center	Los Angeles County Department of Health Services- Emergency Medical Services Agency	SRC Confirmation Agreement re Approved ST-Elevation Myocardial Infarction Receiving Center (SRC)	4/1/10/3/31/12
Providence Tarzana Medical Center	County of Los Angeles Department of Public Health, Acute Communicable Disease Control Program	Confidential Data Use Agreement	7/22/09

ANALYSIS OF ST. JUDE MEDICAL CENTER'S SERVICE AREA

Service Area Definition

Based upon St. Jude Medical Center's 2014 inpatient discharges, St. Jude Medical Center's service area is comprised of 35 ZIP Codes from which 81% of its inpatient discharges originated. Approximately 50% of St. Jude Medical Center's discharges originated from the top seven ZIP Codes located in La Habra, Brea, Fullerton, and Yorba Linda. In 2014, St. Jude Medical Center's market share in the service area was approximately 13% based on total area discharges.

SERVICE AREA PATIENT ORIGIN MARKET SHARE BY ZIP CODE- 2014						
ZIP Codes	Community	Total Discharges	% of Discharges	Cumulative % of Discharges	Total Area Discharges	Market Share
90631	La Habra	1,606	11.7%	11.7%	5,553	28.9%
92821	Brea	999	7.3%	19.0%	2,703	37.0%
92835	Fullerton	955	7.0%	26.0%	2,014	47.4%
92833	Fullerton	922	6.7%	32.7%	3,742	24.6%
92870	Placentia	921	6.7%	39.4%	4,027	22.9%
92831	Fullerton	785	5.7%	45.1%	2,589	30.3%
92886	Yorba Linda	723	5.3%	50.4%	3,380	21.4%
92832	Fullerton	594	4.3%	54.7%	2,228	26.7%
90638	La Mirada	484	3.5%	58.3%	4,380	11.1%
91748	Rowland Heights	381	2.8%	61.1%	6,686	5.7%
91765	Diamond Bar	349	2.5%	63.6%	3,211	10.9%
90621	Buena Park	299	2.2%	65.8%	2,760	10.8%
92807	Anaheim	232	1.7%	67.5%	2,811	8.3%
92801	Anaheim	232	1.7%	69.2%	6,183	3.8%
91709	Chino Hills	223	1.6%	70.8%	4,491	5.0%
92887	Yorba Linda	212	1.5%	72.3%	1,225	17.3%
91789	Walnut	200	1.5%	73.8%	2,983	6.7%
92805	Anaheim	182	1.3%	75.1%	5,911	3.1%
90620	Buena Park	157	1.1%	76.3%	4,796	3.3%
92806	Anaheim	148	1.1%	77.4%	3,246	4.6%
90604	Whittier	118	0.9%	78.2%	3,718	3.2%
90603	Whittier	92	0.7%	78.9%	2,133	4.3%
92808	Anaheim	84	0.6%	79.5%	1,162	7.2%
92823	Brea	67	0.5%	80.0%	275	24.4%
92834	Fullerton	30	0.2%	80.2%	70	42.9%
92822	Brea	19	0.1%	80.3%	55	34.5%
92885	Yorba Linda	15	0.1%	80.5%	48	31.3%
92837	Fullerton	15	0.1%	80.6%	30	50.0%
92838	Fullerton	11	0.1%	80.6%	31	35.5%
92871	Placentia	10	0.1%	80.7%	50	20.0%
90632	La Habra	10	0.1%	80.8%	40	25.0%
90637	La Mirada	8	0.1%	80.8%	34	23.5%
92836	Fullerton	8	0.1%	80.9%	41	19.5%
90609	Whittier	5	0.0%	80.9%	51	9.8%
92811	Atwood	4	0.0%	81.0%	25	16.0%
Subtotal		11,100	81.0%	81.0%	82,682	13.4%
Other ZIPs		2,609	19.0%	100%		
Total		13,709	100%			

Note: Excludes normal newborns

Source: OSHPD Patient Discharge Database

Exhibit 2

Conditions to Change in Control and Governance of Santa Rosa Memorial Hospital¹ and Approval Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services and the Supplemental Agreement by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian

I.

These Conditions shall be legally binding on the following entities: Providence St. Joseph Health, a Washington nonprofit corporation, Providence Health & Services, a Washington nonprofit corporation, St. Joseph Health System, a California nonprofit public benefit corporation, St. Joseph Health Ministry, a California nonprofit public benefit corporation, Covenant Health Network, Inc., a California nonprofit public benefit corporation, Santa Rosa Memorial Hospital (Santa Rosa Memorial Hospital Corporation), a California nonprofit public benefit corporation, Redwood Memorial Hospital of Fortuna, California nonprofit public benefit corporation, St. Joseph Hospital of Eureka, a California nonprofit public benefit corporation, Queen of the Valley Medical Center, a California nonprofit public benefit corporation, Hoag Memorial Hospital Presbyterian, a California nonprofit public benefit corporation, Mission Hospital Regional Medical Center, a California nonprofit public benefit corporation, St. Joseph Hospital of Orange, a California nonprofit public benefit corporation, St. Jude Hospital, a California nonprofit public benefit corporation, St. Mary Medical Center, a California nonprofit public benefit corporation, SRM Alliance Hospital Services, a California nonprofit public benefit corporation, Providence Health System – Southern California, a California nonprofit religious corporation, Providence Saint John’s Health Center, a California nonprofit religious corporation, any other subsidiary, parent, general partner, limited partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of any of the above-listed entities, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of Santa Rosa Memorial Hospital or the real property on which Santa Rosa Memorial Hospital is located, any and all current and future owners, lessees, licensees, or operators of Santa Rosa Memorial Hospital, and any and all current and future lessees and owners of the real property on which Santa Rosa Memorial Hospital is located.

II.

The transaction approved by the Attorney General consists of the Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services, dated November 23, 2015, and the Supplemental Agreement made and entered into by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital

¹ Throughout this document, the term “Santa Rosa Memorial Hospital” shall mean the general acute care hospital located at 1165 Montgomery Dr., Santa Rosa, CA 95405-4801 and “Santa Rosa Memorial Hospital” located at 151 Sotoyome St., Santa Rosa, CA 95405-4803, and any other clinics, laboratories, units, services, or beds included on the license issued to Santa Rosa Memorial Hospital by the California Department of Public Health, effective February 1, 2016, unless otherwise indicated.

Presbyterian, dated September 30, 2015, and any and all amendments, agreements, or documents referenced in or attached to as an exhibit or schedule to the Health System Combination Agreement and the Supplemental Agreement.

All of the entities listed in Condition I shall fulfill the terms of these agreements or documents and shall notify the Attorney General in writing of any proposed modification or rescission of any of the terms of these agreements or documents. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5923.

III.

For eleven fiscal years from the closing date of the Health System Combination Agreement, Providence St. Joseph Health, St. Joseph Health System, Santa Rosa Memorial Hospital Corporation, and all future owners, managers, lessees, licensees, or operators of Santa Rosa Memorial Hospital shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

(a) Sell, transfer, lease, exchange, option, convey, manage, or otherwise dispose of Santa Rosa Memorial Hospital; or

(b) Transfer control, responsibility, management, or governance of Santa Rosa Memorial Hospital. The substitution or addition of a new corporate member or members of Providence St. Joseph Health, St. Joseph Health System, or Santa Rosa Memorial Hospital Corporation that transfers the control of, responsibility for, or governance of Santa Rosa Memorial Hospital shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or Santa Rosa Memorial Hospital Corporation, or any arrangement, written or oral, that would transfer voting control of the members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or Santa Rosa Memorial Hospital Corporation shall also be deemed a transfer for purposes of this Condition.

IV.

For ten years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Santa Rosa Memorial Hospital Corporation shall operate and maintain Santa Rosa Memorial Hospital as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250).

V.

For ten years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Santa Rosa Memorial Hospital Corporation shall maintain and provide the following 24-hour emergency and trauma medical services at current² licensure and designation with the current types and/or levels of services at Santa Rosa Memorial Hospital:

² The term “current” or “currently” throughout this document means as of February 1, 2016.

- a) 33 emergency treatment stations at a minimum;
- b) Designation as a Level II Trauma Center; and
- c) Designation as an EMS Base Hospital.

VI.

For five years from closing date of the Health System Combination Agreement, St. Joseph Health System and Santa Rosa Memorial Hospital Corporation shall maintain and provide the following healthcare services at the current licensure and designation with the current types and/or levels of services at Santa Rosa Memorial Hospital:

- a) Cardiac services, including a minimum of 2 cardiac catheterization labs and designation as a STEMI Receiving Center;
- b) Intensive care services, including a minimum of 16 intensive care beds and 10 coronary care beds;
- c) Joint replacement services;
- d) Neurosciences services, including certification as a Primary Stroke Center;
- e) Obstetric services, including a minimum of 15 obstetrics beds;
- f) Neonatal intensive care services, including a minimum of 12 neonatal intensive care beds and designation as a Level II Neonatal Intensive Care Unit;
- g) Pediatric services, including a minimum of 6 pediatric beds;
- h) Rehabilitation services, including a minimum of 16 rehabilitation beds; and
- i) Women's health services, including the services provided at the St. Joseph Health Regional Cancer Care's Breast Center.

St. Joseph Health System and Santa Rosa Memorial Hospital Corporation shall not place all or any portion of the above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.

VII.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Santa Rosa Memorial Hospital Corporation shall maintain and provide the following healthcare services at Santa Rosa Memorial Hospital at current licensure and designation with the current types and/or levels of services as committed to in Exhibit 8.13 of the Health System Combination Agreement attached hereto as Exhibit 1:

- a) Bariatric surgery services;
- b) Behavioral health outpatient services;
- c) Behavioral health partial hospital program services;
- d) Cancer care services;
- e) Imaging/radiology services;
- f) Interventional radiology services;
- g) Laboratory services;
- h) Orthopedics services;

- i) Palliative care services;
- j) Surgical services; and
- k) Vascular services.

Within the first year after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall begin implementation of the Providence Health & Services' Clinical Institutes' program across the system in order to deliver better patient outcomes across the most common conditions causing hospitalization. Such implementation shall include the areas of cancer care and musculoskeletal disease. Within two years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health implementation of the Providence Health & Services' Clinical Institutes' program shall also include the areas of neurosciences, cardiovascular, and digestive health.

VIII.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Santa Rosa Memorial Hospital Corporation shall:

- a) Be certified to participate in the Medi-Cal program at Santa Rosa Memorial Hospital;
- b) Maintain and have Medi-Cal Managed Care contracts with Partnership Health Plan or its successor, to provide the same types and levels of emergency and non-emergency services at Santa Rosa Memorial Hospital to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause; and
- c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at Santa Rosa Memorial Hospital to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care) as required in these Conditions.

IX.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Santa Rosa Memorial Hospital Corporation shall provide an annual amount of Charity Care (as defined below) at Santa Rosa Memorial Hospital equal to or greater than \$6,627,886 (the Minimum Charity Care Amount). For purposes hereof, the term "charity care" shall mean the amount of charity care costs (not charges) incurred by St. Joseph Health System and Santa Rosa Memorial Hospital Corporation in connection with the operation and provision of services at Santa Rosa Memorial Hospital. The definition and methodology for calculating "charity care" and the methodology for calculating "costs" shall be the same as that used by Office of Statewide Health Planning Development (OSHDPD) for annual hospital

reporting purposes.³ St. Joseph Health System and Santa Rosa Memorial Hospital Corporation shall use and maintain a charity care policy that is no less favorable than its current charity care policy at Santa Rosa Memorial Hospital and in compliance with California and Federal law.

St. Joseph Health System's and Santa Rosa Memorial Hospital Corporation's obligation under this Condition shall be prorated on a daily basis if the closing date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System's and Santa Rosa Memorial Hospital Corporation's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-San Jose, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100" (as published by the U.S. Bureau of Labor Statistics).

After the closing date of the Health System Combination Agreement, if the actual amount of charity care provided at Santa Rosa Memorial Hospital for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, St. Joseph Health System and Santa Rosa Memorial Hospital Corporation shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide direct health care services to residents in Santa Rosa Memorial Hospital's service area (48 ZIP codes), as defined on page 83 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

The 2010 Federal Patient Protection and Affordable Care Act may cause a reduction in future needs of charity care. Any actual reduction will be considered "unforeseen" for purposes of Title 11, California Code of Regulations, section 999.5, subdivision (h).

X.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Santa Rosa Memorial Hospital Corporation shall provide an annual amount of Community Benefit Services at Santa Rosa Memorial Hospital equal to or greater than \$3,128,196 (the "Minimum Community Benefit Services Amount") exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered:

- a) Catholic Charities – Project Nightingale;
- b) Project Escape (Circle of Sisters);
- c) Healthy for Life;

³ OSHPD defines charity care by contrasting charity care and bad debt. According to OSHPD, "the determination of what is classified as . . . charity care can be made by establishing whether or not the patient has the ability to pay. The patient's accounts receivable must be written off as bad debt if the patient has the ability but is unwilling to pay off the account."

- d) House Calls Program;
- e) Mobile Health Clinic;
- f) Promotores de Salud;
- g) Dental Clinic and Mobile Dental Van (Cultivando La Salud); and
- h) Agents of Change Training in the Neighborhoods- ACTION.

St. Joseph Health System's and Santa Rosa Memorial Hospital Corporation's obligation under this Condition shall be prorated on a daily basis if the effective date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System's and Santa Rosa Memorial Hospital Corporation's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-San Jose, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100" (as published by the U.S. Bureau of Labor Statistics).

If the actual amount of community benefit services provided at Santa Rosa Memorial Hospital for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, St. Joseph Health System and Santa Rosa Memorial Hospital Corporation shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide community benefit services for residents in Santa Rosa Memorial Hospital's service area (48 ZIP codes), as defined on page 83 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

XI.

For five years from the closing date of the Health System Combination Agreement St. Joseph Health System and Santa Rosa Memorial Hospital Corporation shall maintain their contracts, including any superseding, successor, or replacement contracts, and any amendments and exhibits thereto with the County of Sonoma and/or its subdivisions, departments, or agencies for services including the following⁴:

- a) Agreement with Sonoma County Indian Health Project (SCIHP) for Medi-Cal services, dated August 1, 2014;
- b) Memorandum of Understanding, regarding Emergency coordination services in disaster situations, dated May 15, 2006;
- c) Memorandum of Understanding, regarding Vaccinations, dated July 1, 2007;
- d) Facility Use Agreement, dated July 1, 2013;
- e) Provision of Services/Medication Management Grant, dated July 1, 2015;

⁴ The dates referenced in this Condition are either the date the agreement was entered into, the date the agreement was executed, in the title of the agreement, or the original or current effective date of the agreement.

- f) Agreement between the County and Sonoma and Santa Rosa Memorial Hospital for Designation as a Level II Trauma Center, Contract No. 2010-0059-A00, dated May 1, 2010;
- g) County of Sonoma Agreement for Services, #1910-11STJ-HE-019, related to HEAL Phase II and SNAP-Ed, dated March 21, 2011;;
- h) Agreement for Services between County of Sonoma and Santa Rosa Memorial Hospital, Contract No. 2011-0025-A07, related to HEAL, dated March 21, 2011;
- i) Mental Health Services Agreement between County of Sonoma and Santa Rosa Memorial Hospital and SRM Alliance Services D.B.A. Petaluma Valley Hospital, Contract No. 2015-0023-A00, related to Mental Health Crisis Stabilization Unit services, dated March 2, 2015;
- j) County of Sonoma Agreement for Services, Contract No. 2015-0134-A00, EMS Base Hospital, dated July 21, 2015;
- k) County of Sonoma Agreement for Services, Contract No. 2015-0137-A00, related to STEMI Receiving Center Services, dated July 21, 2015;
- l) County of Sonoma Agreement for Services, Contract No. 2015-0275-A00, relating to HEAL-ACTION Leadership Training and Mentoring Program, dated October 7, 2015; and
- m) County of Sonoma Agreement for Services, Contract No. 2015-0294-A00, relating to community needs assessment, dated October 20, 2015.

XII.

Providence St. Joseph Health, St. Joseph Health System, and Santa Rosa Memorial Hospital Corporation shall commit the necessary investments required to meet and maintain OSHPD seismic compliance requirements at Santa Rosa Memorial Hospital through 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Saf. Code, § 129675-130070).

XIII.

Providence Health & Services, and St. Joseph Health System and Santa Rosa Memorial Hospital Corporation shall complete any capital projects as committed to in the Health System Combination Agreement and the Supplemental Agreement.

Within the first three years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall implement a mental health initiative, with an initial expenditure of \$30 million, in the California communities served by their local ministries (\$10 million per year for each of the first 3 years after the closing date). These funds will be expended solely in California and will be used to identify and address the treatment and causes of mental illness including, but not limited to, mental health counseling, disorders affecting children, depressive disorders, psychotic disorders, treatment for addictive behavior, homelessness and other root causes and effects of mental illness.

XIV.

St. Joseph Health System and Santa Rosa Memorial Hospital Corporation shall maintain privileges for current medical staff at Santa Rosa Memorial Hospital who are in good standing as of the closing date of the Health System Combination Agreement. Further, the closing of the Health System Combination Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure at Santa Rosa Memorial Hospital.

For eleven fiscal years after the closing date of the Health System Combination Agreement, all of the entities listed in Condition I shall continue to maintain multi-disciplinary local ministry ethics teams at each hospital and the teams shall consist of physicians, nurses, social workers, chaplains, and ethicists. The application of the Ethical and Religious Directives shall continue to be conducted on a case-by-case basis taking into account the clinical and ethical factors presented in each case by the multi-disciplinary local ministry ethics teams.

XV.

There shall be no discrimination against any lesbian, gay, bisexual, or transgender individuals at Santa Rosa Memorial Hospital. This prohibition must be explicitly set forth in Santa Rosa Memorial Hospital Corporation's written policies, adhered to, and strictly enforced.

XVI.

For eleven fiscal years from the closing date of the Health System Combination Agreement St. Joseph Health System and Santa Rosa Memorial Hospital Corporation shall submit to the Attorney General, no later than four months after the conclusion of each fiscal year, a report describing in detail compliance with each Condition set forth herein.

Such report shall also describe in detail the specific steps taken by all of the entities listed in Condition I and provide any supporting and objective evidence and documentation that set forth how the below enumerated transaction benefits are being accomplished with respect to all of the entities listed in Condition I:

- a) Optimize clinical services and health benefits;
- b) Expand community benefit programs;
- c) Achieve greater affordability and access for health care services;
- d) Share clinical and administrative best practices across regions and communities;
- e) Promote outstanding clinical care and greatly improve the patient experience;
- f) Develop the necessary infrastructure for a population health management effort that truly advances healthier communities;
- g) Advance innovations in health care that will benefit future generations;

- h) Create broader opportunities for advocacy in connection with social justice, with particular emphasis on the poor and vulnerable;
- i) Make possible closer integration and/or adoption of specific programs to address the needs of the poor and vulnerable;
- j) Enhance the delivery of health care through a nonprofit, charitable model;
- k) Improve patient access, patient safety, the quality, continuity and coordination of care and improved patient satisfaction with the care and service provided, utilizing a holistic approach focused on the body, mind and spirit;
- l) Develop a stronger infrastructure, including clinical and administrative expertise, for serving specific populations, such as Medi-Cal and the uninsured, in order to promote the health of recipients and use resources more effectively;
- m) Provide a greater ability to combine and coordinate the response to community needs across increased scale and a broader geography;
- n) Spread and adopt the triple aim in the areas of clinical expertise, growth, diversification, innovation and shared services;
- o) Obtain specific financial benefits through access to capital through the creation of a single obligated group that will allow both health systems to become jointly and severally liable for all combined organization tax-exempt debt, allocate risk and optimize borrowing strategy for all of the entities listed in Condition I;
- p) Strengthen and enhance the work environment for all of the entities listed in Condition I;
- q) Support the ability of all of the entities listed in Condition I to attract and retain the talent and expertise required to best serve community needs, including but not limited to, clinical talent to those particular communities where it has previously been challenging to do so;
- r) Maintain and enhance medical group management infrastructure to benefit clinical practice, including sharing of clinical and administrative best practices;
- s) Pursue innovations in virtual healthcare and wellness;
- t) Provide cost-effective care to the communities served by all of the entities listed in Condition I with a special attention to the poor and vulnerable;
- u) Patient benefits from the anticipated stronger infrastructure;
- v) Patient benefits from the creation of new programs to fully advance the hospital systems' charitable missions;

- w) Community benefits from the anticipated unprecedented service and community benefit guarantees; and
- x) Community, particularly the poor and vulnerable, benefits from the strengthened healthcare systems.

Such report shall also include a copy of the following documents with respect to all of the entities listed in Condition I:

- a) Copies, if any, of new contractual arrangements with any of their affiliated or joint-venture providers, hospitals, surgery, ambulatory or medical centers, facilities, practice or physician groups, and other entities providing medical services for or on behalf of the entities listed in Condition I under these new contracts;
- b) Any new notices to insurers, insureds, other health care providers or competitors, or government regulators regarding the addition of any newly-affiliated medical provider to the entities listed in Condition I; and
- c) All new studies, analyses, and evaluations of or documents referring to the identity of any patient service areas, and geographic and product markets of each of the providers, independent physician associations, groups, centers, facilities, hospitals, centers, and affiliates owned or operated by the entities listed in Condition I providing medical services under any of the entities listed in Condition I's contracts.

The Chairman(s) of the Board of Directors of both St. Joseph Health System and Santa Rosa Memorial Hospital Corporation and the Chief Executive Officers of both St. Joseph Health System and Santa Rosa Memorial Hospital Corporation shall each certify that the report is true, accurate, and complete and provide documentation of the review and approval of the report by both Boards of Directors.

XVII.

At the request of the Attorney General, all of the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XVIII.

Once the Health System Combination Agreement is closed, all of the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

Exhibit 8.13

Service Commitments

The Service Commitments of the Parties, as referenced in Section 8.13 of the Health System Combination Agreement, are set forth in Paragraphs 1.0 through 9.0 below.

1.0 List of California General Acute Care Hospitals. For the purposes of this Exhibit 8.13, each general acute care hospital sponsored by either SJHS or PH&S, and located in the State of California, is set forth in the chart immediately below.

**Providence Health & Services and St. Joseph Health
Combined System Hospital Overview
Fiscal Year 2015**

Hospitals
St. Mary Medical Center
Redwood Memorial Hospital
St. Joseph Hospital, Eureka
Providence Holy Cross Medical Center
Providence Saint Joseph Medical Center
Providence Tarzana Medical Center
Providence Little Company of Mary Medical Center San Pedro
Providence Little Company of Mary Medical Center Torrance
Saint John's Health Center
Queen of the Valley Medical Center
Hoag Hospital - Newport Beach
Hoag Hospital - Irvine
Mission Hospital - Laguna Beach
Mission Hospital - Mission Viejo
St. Joseph Hospital of Orange
St. Jude Medical Center
Santa Rosa Memorial Hospital
Petaluma Valley Hospital

Source: Providence Health & Services and St. Joseph Health

For the purposes of this Exhibit 8.13, each of the foregoing acute care hospitals – with the exception of Providence Saint John's Health Center, Hoag Hospital-Newport Beach, Hoag Hospital-Irvine, and Petaluma Valley Hospital (which are discussed in Paragraphs 8.0 and 9.0 below, respectively) – is referred to herein as a "Hospital."

2.0 Licensed Acute Care Hospital Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall cause each Hospital to continue to be operated and maintained as a licensed general acute care hospital, as defined in California Health and Safety Code § 1250.

3.0 Specialty Service Commitments. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall operate and maintain certain specified services at each of the Hospitals, as set forth in Sections 3.0(a) and 3.0(b) below.

(a) **Emergency Department Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to maintain and provide twenty-four emergency medical services as currently licensed, with the same number of emergency beds/stations and with the same types of levels of service as provided as of the Closing.¹

(b) **Service Line Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to provide the health care services listed for each corresponding Hospital as specified in the tables below:

SJHS Sponsored Hospitals

St. Jude Medical Center Programs and Services
Anesthesia Services
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology Services
Interventional Radiology
Laboratory Services
Neurosciences
Obstetrics
Orthopedics/NICU
Palliative Care
Pathology Services
Rehabilitation Services
Senior Services
Speech Therapy
Surgical Services
Wellness & Fitness
Women's Services
Wound Care

Mission Hospital Programs and Services
Behavioral Health
■ Inpatient Services
■ Outpatient Services
Cancer Care
Cardiac Services
Diabetes Care
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Pediatric Services
Respiratory Care
Rehabilitation Services
Surgical Services
Trauma Care
Vascular Services
Women's Services

¹ This commitment is subject to reasonable and/or necessary temporary reductions in the number of emergency beds / stations in the event of construction intended to expand emergency department capacity.

**St. Mary Medical Center
Programs and Services**

Cardiac Center
Diabetes Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics/NICU
Rehabilitation Services
Surgical Services
Women's Services
Wound Care

**Queen of the Valley Medical Center
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Wellness Center
Women's Services
Wound Care

**Santa Rosa Memorial Hospital
Programs and Services**

Bariatric Surgery
Behavioral Health
■ Outpatient Services
■ Partial Hospital Program
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Trauma Care
Vascular Services
Women's Services

**Saint Joseph Hospital - Orange
Programs and Services**

Anesthesia Services
Bariatric Surgery
Behavioral Health
■ Inpatient Services
■ Outpatient Services
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Kidney Dialysis Center
Laboratory Services
Neurosciences
Obstetrics
Ophthalmology
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Urology
Women's Services
Wound Care

**Petaluma Valley Hospital
Programs and Services**

Cancer Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Vascular Services
Women's Services

**St. Joseph Hospital - Eureka
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

**Redwood Memorial Hospital
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

PH&S Sponsored Hospitals

Providence Holy Cross Medical Center Programs and Services

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour) Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Palliative Care
Pulmonary Services
Rehabilitation Services
Sub-Acute
Telemetry
Trauma Program
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Little Company of Mary Medical Center San Pedro Programs and Services

Acute Psychiatric Services
Cancer Care
Center for Optimal Aging
(Senior Services)
Chemical Dependency
Community Outreach
Diabetes Care
Emergency Services (24-hour)
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Palliative Care
Pathology Services
Psychiatric Services
Rehabilitation Services
Respiratory Care
Spiritual Care Services
Surgery Specialties
Sub-Acute Care
Women Health Services
■ Obstetrics
Wound Care

**Providence Little Company of Mary Medical Center Torrance
Programs and Services**

Blood Donor Center
Cancer Care
Cardiac & Vascular Services
Community Outreach
Emergency Services (24-hour)
Diabetes Care
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Orthopedics
Palliative Care
Pathology Services
Pediatric Services
Respiratory Care
Spiritual Care Services
Surgical Services
Rehabilitation Services
Urology
Volunteer Services
Women's Health Services
■ Obstetrics
■ NICU
Wound Care

**Providence Saint Joseph Medical Center
Programs and Services**

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pulmonary Services
Rehabilitation Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

- Ambulatory Surgery
- Cancer Care
- Cardiac Catheterization
- Cardiology
- Emergency Services (24-hour)
- Endoscopy
- Imaging/Radiology
- Intensive Care
- Interventional Radiology
- Laboratory Services
- Neurosciences
- Orthopedics
- Obstetrics/NICU
- Palliative Care
- Pediatric Services / Pediatric Intensive Care
- Pulmonary Services
- Surgical Services
- Telemetry
- Vascular Services
- Women's Health Services
- Obstetrics
- NICU

(A) Continue to be certified to participate in the Medicare program and have a Medicare provider number to provide the same types and levels of emergency and non-emergency services as provided as of the Closing.

5.0 City/County Contract Commitment: For a period of five (5) years from the Closing, each Hospital shall maintain each contract it has entered into with any City or County as specified on Attachment A (City/County Contract Commitments) attached hereto, unless any such contract is terminated for cause or expires in accordance with its current terms.

(continued on next page)

6.0 Charity Care Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of charity care (the "Minimum Charity Care Amount") that is no less than the amount set forth in the "2014-2015 Average" column for the corresponding Hospital in the chart below:

**Providence Health & Services and St. Joseph Health
Cost of Charity Care Summary
Fiscal Years 2014 to 2015**

Hospital	Cost of Charity to Hospital		
	2014	2015 ⁽¹⁾	2014 - 2015 Average
St. Mary Medical Center	\$7,912,528	\$4,121,065	\$6,016,797
Redwood Memorial Hospital	\$731,156	\$577,891	\$654,523
St. Joseph Hospital, Eureka	\$1,790,044	\$1,653,541	\$1,721,792
Providence Holy Cross Medical Center	\$5,634,497	\$4,762,251	\$5,198,374
Providence Saint Joseph Medical Center	\$7,319,026	\$3,056,824	\$5,187,925
Providence Tarzana Medical Center	\$2,522,462	\$1,347,479	\$1,934,970
Providence Little Company of Mary Medical Center San Pedro	\$2,523,959	\$1,189,510	\$1,856,734
Providence Little Company of Mary Medical Center Torrance	\$8,767,281	\$3,868,858	\$6,318,069
Saint John's Health Center	Subject to AG Conditional Consent January 14, 2014		
Queen of the Valley Medical Center	\$2,041,891	\$1,728,615	\$1,885,253
Hoag Hospital - Newport Beach and Irvine	Subject to AG Conditional Consent February 8, 2013		
Mission Hospital - Mission Viejo and Laguna Beach ⁽²⁾	\$7,229,156	\$4,803,937	\$6,016,546
St. Joseph Hospital of Orange	\$9,904,721	\$7,573,418	\$8,739,069
St. Jude Medical Center	\$7,737,027	\$5,705,177	\$6,721,102
Petaluma Valley Hospital	\$1,132,221	\$838,880	\$985,550
Santa Rosa Memorial Hospital	\$5,519,696	\$5,230,452	\$5,375,074
Total	\$70,765,664	\$46,457,897	\$58,611,780

Source: OSHPD Financial Disclosure Reports (2014 figures), St. Joseph Health (2015 figures)

Note: Hoag Hospital and Saint John's Health Center charity care numbers are currently the subject of Attorney General conditions from prior transactions.

(1) FY 2014 cost-to-charge ratio applied to 2015 charity charges to calculate cost of charity to hospital. Providence 2015 data is a year-to-date annualized estimate.

(2) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics). Each Hospital shall have charity care and collection policies that comply with Federal and California law.

7.0 Community Benefit Program Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of Community Benefit Services (the "Minimum Community Benefit Services Amount") that is no less than the amount set forth in the "Hospital Commitment" column for the corresponding Hospital in the chart below:

Providence Health and Services and St. Joseph Health System
Community Benefit Expenditures by Ministry⁽¹⁾
Calendar Years 2011 to 2014

Hospital	2011	2012	2013	2014	Hospital Commitment ⁽²⁾
Providence Holy Cross Medical Center	\$1,044,252	\$933,328	\$1,050,720	\$972,003	\$1,000,076
Providence Little Company of Mary San Pedro	\$1,836,161	\$1,706,993	\$1,629,022	\$1,503,131	\$1,668,827
Providence Little Company of Mary Torrance	\$4,232,362	\$2,254,286	\$2,057,692	\$1,896,081	\$2,610,105
Providence Saint John's Health Center	Subject to AG Commitment January 14, 2014				\$3,374,251
Providence Saint Joseph Medical Center	\$1,172,156	\$929,028	\$1,058,582	\$1,155,121	\$1,078,722
Providence Tarzana Medical Center	\$612,236	\$496,883	\$476,211	\$801,568	\$596,725
Hoag Hospital - Newport Beach and Irvine	Subject to AG Commitment February 8, 2013				\$9,500,000
Mission Hospital - Mission Viejo and Laguna Beach ⁽³⁾	\$5,654,285	\$4,775,844	\$4,404,037	\$4,916,303	\$4,937,617
Petaluma Valley Hospital	\$10,000	\$92,749	\$113,748	\$176,846	\$98,336
Queen of the Valley Medical Center	\$3,215,957	\$2,888,321	\$3,298,694	\$3,465,017	\$3,216,997
Redwood Memorial Hospital	\$980,213	\$715,227	\$793,338	\$417,839	\$726,654
Santa Rosa Memorial Hospital	\$1,844,388	\$2,135,826	\$2,668,956	\$2,982,791	\$2,407,990
St. Joseph Hospital (Eureka)	\$2,357,925	\$2,501,973	\$2,073,069	\$2,061,441	\$2,248,602
St. Joseph Hospital (Orange)	\$9,984,136	\$9,825,416	\$6,865,777	\$5,554,176	\$8,057,376
St. Jude Medical Center	\$8,219,100	\$8,392,969	\$7,476,451	\$5,396,610	\$7,371,283
St. Mary Medical Center	\$3,533,168	\$3,051,705	\$2,556,292	\$4,185,791	\$3,331,739
Total Community Benefit Expenditures	\$44,696,339	\$40,700,548	\$36,522,589	\$35,484,719	\$39,351,049

Source: Providence Health and Services, St. Joseph Health System

(1) The community benefit expenditures set forth in this table reflect expenditures on the types of programs that have historically been treated by the Attorney General as community benefit programs under Title 11, Code of Regulations section 999.5(d)(5)(D). The table does not include expenditures for all SB 697 reported categories. Examples of facility expenditures or costs not included in this table are (i) the unreimbursed cost of Medicare, Medi-Cal and low-margin services, (ii) unreimbursed physician fees and/or subsidies for ED, trauma and other coverage services, (iii) services funded by third parties (e.g., grants), (iv) community benefit operation or administration costs, (v) facility use, and (vi) research.

(2) The Hospital Commitment column reflects each hospital's four year average annual commitment based on the annual community benefit expenditures during the calendar years 2011 through 2014. St. John's Medical Center and Hoag Hospital community benefit commitments are addressed in Section 9.0 of this Exhibit 8.13.

(3) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics).

In addition, SJHS and PH&S, individually or jointly or through NewCo, shall provide support to each of the community benefit programs set forth in the charts immediately below (the

(continued on next page)

“On-Going Community Benefit Programs”) for a period of five (5) years after the Closing either at the current location, at alternate locations, or through affiliation with similar organizations.

St. Joseph Health
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Redwood Memorial Hospital	Community Resource Centers
St. Joseph Hospital, Eureka	Paso a Paso Program/Healthy Kids Humboldt
Santa Rosa Memorial Hospital	House Calls
Petaluma Valley Hospital	Mobile Health Clinic Promotores de Salud (Health Promoters) Healthy For Life Circle of Sisters (COS) St. Joseph Dental Clinic and Mobile Dental Clinic The Agents of Change Training in the Neighborhoods (ACTION)
Queen of the Valley Medical Center	Community Based Care Coordination and Case Management "CARE Network" Children's Mobile Dental Clinic Obesity Prevention: "Healthy for Life" Perinatal Education and Support
St. Mary Medical Center	Community Clinic programs Health Career Programs San Bernardino County Public Health Initiatives
St. Jude Medical Center	St. Jude Neighborhood Health Center North Orange County Move More Eat Healthy Initiative Community Care Navigation Senior transportation and services to low income elderly
St. Joseph Hospital Orange	La Amistad de San Jose Family Health Center Puente a la Salud Mobile Community Clinics Imaging and laboratory Services Pharmacy Meds Program
Mission Hospital - Laguna Beach	Family Resource Centers
Mission Hospital - Mission Viejo	Community Mental Health Initiatives/Depression Initiatives Behavioral Health Camino Health Center (FQHC) Increasing Access to Health Care

Source: St. Joseph Health

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

Providence Health & Services
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Little Company of Mary - San Pedro	Creating Opportunities for Physical Activity (COPA)
Little Company of Mary - Torrance	CHIP-Access to Los Cost/Free Primary Care Vasek Polak Medical Home for the Most Vulnerable Get Out and Live (GOAL) Partners for Healthy Kids ("PFHK") Welcome Baby ⁽¹⁾
Saint John's Medical Center	Venice Family Clinic Ocean Park Community Center Westside Family Health Center Cleft Palate Clinic
Providence Holy Cross Medical Center	Access to Care Program
Providence Saint Joseph Medical Center	Faith Community Health Partnership/Latino Health Promoter
Providence Tarzana Medical Center	Senior Outreach Tattoo Removal School Nurse Services

Source: Providence Health & Services

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

8.0 Petaluma Valley Hospital. SJHS operates Petaluma Valley Hospital pursuant to a management contract that expires in January 2017. The commitments set forth in Sections 2.0 through 7.0 above shall apply to Petaluma Valley Hospital during the remaining term of the current management contract.

9.0 Providence Saint John's Health Center and Hoag Commitments. SJHS and PH&S, individually or jointly or through NewCo, shall insure full compliance with any and all Conditions of Consent previously issued by the California Attorney General, and the terms of any agreements with the California Attorney General, with respect to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian transactions, including (without limitation) (i) the Conditions of Consent set forth in the California Attorney General's January 14, 2014 and February 8, 2013 letters concerning those facilities and (ii) the March 8, 2014 Agreement between the California Attorney General and Hoag Memorial Hospital Presbyterian. Notwithstanding the foregoing, SJHS and PH&S each reserve the right (and the rights of NewCo), in accordance with Title 11, California Code of Regulations, Section 999.5(h), to seek the amendment of any such Conditions of Consent, or the terms of any other agreements with the California Attorney General, applicable to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian facilities.

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
RMH	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	4/1/06
RMH	North Coast Emergency Medical Services	EDAP Level I Designation	7/1/10
RMH	City of Blue Lake	MOU re: Blue Lake Family Resource Center	1/1/15
RMH	County of Humboldt-DHHS	Grant Agreement for Blue Lake CRC - CalWORKS and CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Rio Dell CRC - CalWORKs & CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Willow Creek CRC - CalWORKs & CalFresh	7/15/15
SJE	County of Humboldt Mental Health	Behavioral Health	1/1/15
SJE	County of Humboldt	Agreement Concerning Use of Short Wave Radio Equipment	1/3/95
SJE	Humboldt County	MOU for Death Review Panel	2/1/01
SJE	Humboldt County Children's Health Initiative	Charter	1/1/06
SJE	Humboldt County	MOU for Healthy Kids Humboldt Support	2/14/12
SJE	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	7/21/12
SJE	County of Humboldt-DHHS	CalFresh Grant Agreement	11/1/14
SJE	County of Humboldt-DHHS-Mental Health Branch	Service Agreement for Hospital Services	1/1/15
SJE	County of Humboldt-DHHS	MOU for 340B Program	1/1/15
SJE and RMH	Humboldt County Office of Education	Work Exploration Agreement for High School Students	2/3/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
QVMC	County of Napa	Business Associate Agreement #6165	7/1/03
QVMC	Napa County Child Welfare Services	MOU for Suspected Child Abuse	1/1/11
QVMC	County of Napa	Synergy Agreement #7167	1/6/09
QVMC	County of Napa w/Comm Hlth Clinic Ole, Kaiser,	MOU- Medical Emergency Coop Agmt for Healthcare Organizations	12/18/07
QVMC	Napa County Health & Human Services, Public	MOU for Napa Fussy Baby Collaborative	3/4/13
QVMC	County of Napa	PSA for Services re: Calif AIDS Master Grant Agmt for HIV Care #3236	7/1/13
QVMC	County of Napa	Designation as a Level III Trauma Center #7657	7/1/13
QVMC	County of Napa	Hospital Preparedness Program (HPP) Coalition Participation Agreement	8/14/13
QVMC	County of Napa	Grant Agreement #8157 Tobacco Settlement	7/1/14
QVMC	First 5 Napa County Children and Family Comm.	Grant Agreement #510-15 for Dental Van	7/1/14
QVMC	County of Napa	PSA for Medi-Cal Administrative Activities #8146	7/1/14
QVMC	Napa County Alcohol and Drug Services Division	MOU for Drug and Alcohol Counseling	3/5/15
SRMH	County of Sonoma	Provision of Services/Medication Management Grant	7/1/15
Hoag	Children's And Families Commission of OC	Agreement for early Childhood Development Svcs	2/5/14
Hoag	County of Orange	Agreement for the provision of certain HIV Services	3/1/15
Hoag	County of Orange	Indigent and Trauma Care	7/1/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
MH	County of Orange	Indigent and Trauma Care	7/1/14
MH	County of Orange	Medi-Cal Admin Svcs	7/1/15
MH	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Caregiver Resource Center	7/1/14
SJMC	County of Orange	Indigent and Trauma Care	7/1/14
SJMC	County of Orange	Designated ER Services	7/1/13
SJMC	Childrens and Families Commission	Early Childhood Development	2/5/14
SJMC	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Paternity Opportunity Program	9/9/14
SJO	County of Orange	Indigent and Trauma Care	7/1/14
SJO	County of Orange	Designated ER Services	7/1/13
SJO	County of Orange	MSN - Medical Safety Net	7/1/15
PVH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency Organizations to coordinate services in disaster situations	10/1/06
PVH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
PVH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
SRM and PVH	County of Sonoma	Mental Health Services Agreement No. 2015-0023-A00	4/15/15
SRMH	Sonoma County Indian Health Project (SCIHP)	Medi-Cal	8/1/14
SRMH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency to coordinate services in disaster situations	5/15/06
SRMH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
SRMH	County of Sonoma	Level II Trauma Center Designation	5/1/10
SRMH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
SRMH	County of Sonoma	EMS Base Hospital Agreement	7/1/15
SRMH	County of Sonoma	STEMI Receiving Center Agreement	7/1/15

Key:

RMH = Redwood Memorial Hospital
 SJE = St. Joseph Hospital, Eureka
 QVMC = Queen of the Valley Medical Center
 SRMH = Santa Rosa Memorial Hospital
 Hoag = Hoag Hospital – Newport Beach / Irvine
 MH = Mission Hospital – Mission Viejo / Laguna Beach
 SJMC = St. Jude Medical Center
 SJO = St. Joseph Hospital of Orange
 PVH = Petaluma Valley Hospital

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
San Pedro			
PHS-So. Cal dba Providence Little Co. of Mary Med. Ctr San Pedro	County of Los Angeles	Psychiatric Inpatient Hospital Services to Medi-Cal Beneficiaries eligible for such services under the Medi-Cal Fee-For-Service program	7/1/15
Providence Little Co. of Mary Ctr (San Pedro)	Los Angeles County Dept of Health Services Emergency Medical Services Agency	SART Center Confirmation Agreement	4/20/15
Torrance			
Little Company of Mary Hospital (Torrance)	County of Los Angeles	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	6/30/08
Little Company of Mary Medical Center (Torrance)	County of Los Angeles	Memorandum of Understanding re Child Support Services	9/24/14-10/31/18
Providence Little Company of Mary-Torrance	County of Los Angeles	Agreement for Participation in Hospital Preparedness Program	1/1/13-6/30/18
Providence Little Company of Mary Medical Center San Pedro	Los Angeles County Children and Families First Proposition 10 Commission (AKA First 5 LA)	Grant Agreement	1/1/15-6/30/16
Providence Little Company of Mary Torrance	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
St. John's			
Sisters of Charity of Leavenworth Health System, Inc. re Saint John's Hospital and Health Center	City of Santa Monica	Development Agreement and Amendment Re Construction for Improvements	10/4/11
Providence Saint John's Health Center	County of Los Angeles	Department of Mental Health (mental health services)	7/1/15
Providence Saint John's Child and Family Development Center	City of Santa Monica Mental Health Services	Will Rogers Learning Development Center/ Child Youth Development Project	7/1/15-6/30/16
Providence Saint John's Health Center	City of Santa Monica	Human Services Grants Program Short Term Grant Agreement	7/1/15-9/30/15

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Providence Saint John's Health Center	County of Los Angeles	Los Angeles County Children and Families First Proposition 10 Commission (A KA First LA) Grant Agreement re Partnerships for Family Initiative	1/1/15-6/30/16
Holy Cross			
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re Stroke Center	6/10/10-5/9/12
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re ST-Elevation Myocardial Infarction Receiving Center	9/1/13-8/31/16
Providence Holy Cross Medical Center	Los Angeles County	Paramedic Base Hospital Services Agreement	1/1/13-6/30/17
Providence Health System So. CA. dba Providence Holy Cross Medical Center	Los Angeles County	Trauma Center Service Agreement, as amended	7/1/08-12/31/15
St. Joseph's			
Providence Saint Joseph Medical Center	County of Los Angeles	Hospital Preparedness Program Agreement, as amended.	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement	10/19/09-3/22/10
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	EDAP Confirmation Agreement	12/5/11-12/4/14
Providence Health System-Southern California DBA Providence Saint Joseph Medical Center	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	SRC Confirmation Agreement	6/1/13-3/31/16

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Tarzana			
Encino Tarzana Regional Medical Center-Tarzana	County of Los Angeles – Department of Health Services Emergency Medical Services Agency	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	7/1/06-6/30/07
Providence Health and Services DBA Providence Tarzan Medical Center	County of Los Angeles	Expanded Agreement re Hospital Bioterrorism Preparedness	1/1/01-12/31/-12
Providence Tarzana Medical Center	County of Los Angeles, Child Support Services Department	Intra-County Plan of Cooperation re guidelines for an effective social security program	10/1/09
Providence Tarzana Medical center	Los Angeles County Department of Health Services Emergency Medical Services Agency	Stroke Center Confirmation Agreement re Caring for Stroke Population of LA County	4/1/10-5/31/12
Providence Tarzana Medical Center	Los Angeles County Emergency Department	Approved for Pediatrics (EDAP) Confirmation Agreement	12/5/11-12/5/14
Providence Tarzana Medical Center	Los Angeles County Department of Health Services- Emergency Medical Services Agency	SRC Confirmation Agreement re Approved ST-Elevation Myocardial Infarction Receiving Center (SRC)	4/1/10/3/31/12
Providence Tarzana Medical Center	County of Los Angeles Department of Public Health, Acute Communicable Disease Control Program	Confidential Data Use Agreement	7/22/09

ANALYSIS OF SANTA ROSA MEMORIAL HOSPITAL'S SERVICE AREA

Service Area Definition

Based upon Santa Rosa Memorial Hospital's 2014 inpatient discharges, Santa Rosa Memorial Hospital's service area is comprised of 48 ZIP Codes from which 82% of its inpatient discharges originated. Approximately 50% of Santa Rosa Memorial Hospital's discharges originated from the top six ZIP Codes located in Santa Rosa and Rohnert Park. In 2014, Santa Rosa Memorial Hospital's market share in the service area was approximately 26% based on total area discharges.

SERVICE AREA PATIENT ORIGIN MARKET SHARED BY ZIP CODE: 2014						
ZIP Codes	Community	Total Discharges	% of Discharges	Cumulative % of Discharges	Total Area Discharges	Market Share
95407	Santa Rosa	1,071	9.1%	9.1%	3,005	35.6%
95404	Santa Rosa	1,050	8.9%	18.0%	3,099	33.9%
95403	Santa Rosa	959	8.1%	26.1%	3,487	27.5%
95401	Santa Rosa	955	8.1%	34.2%	3,034	31.5%
95409	Santa Rosa	954	8.1%	42.3%	2,375	40.2%
94928	Rohnert Park	831	7.1%	49.4%	3,032	27.4%
95405	Santa Rosa	653	5.5%	54.9%	1,808	36.1%
95472	Sebastopol	531	4.5%	59.4%	1,860	28.5%
95492	Windsor	496	4.2%	63.6%	1,966	25.2%
95448	Healdsburg	269	2.3%	65.9%	1,267	21.2%
94952	Petaluma	267	2.3%	68.2%	2,361	11.3%
94954	Petaluma	258	2.2%	70.4%	2,791	9.2%
95425	Cloverdale	191	1.6%	72.0%	951	20.1%
95476	Sonoma	166	1.4%	73.4%	2,665	6.2%
94931	Cotati	143	1.2%	74.6%	639	22.4%
95436	Forestville	130	1.1%	75.7%	443	25.3%
95445	Gualala	109	0.9%	76.7%	251	43.4%
95402	Santa Rosa	84	0.7%	77.4%	264	31.8%
95446	Guerneville	71	0.6%	78.0%	423	16.8%
94951	Penngrove	69	0.6%	78.6%	302	22.8%
95452	Kenwood	56	0.5%	79.0%	142	39.4%
94923	Bodega Bay	37	0.3%	79.3%	110	33.6%
95462	Monte Rio	31	0.3%	79.6%	91	34.1%
95442	Glen Ellen	31	0.3%	79.9%	243	12.8%
95441	Geyserville	31	0.3%	80.1%	169	18.3%
95468	Point Arena	29	0.2%	80.4%	117	24.8%
95497	The Sea Ranch	25	0.2%	80.6%	57	43.9%
95465	Occidental	19	0.2%	80.8%	114	16.7%
95473	Sebastopol	18	0.2%	80.9%	63	28.6%
95406	Santa Rosa	18	0.2%	81.1%	72	25.0%
95439	Fulton	17	0.1%	81.2%	61	27.9%
95421	Caradero	13	0.1%	81.3%	75	17.3%
95412	Annapolis	13	0.1%	81.4%	25	52.0%
95444	Graton	12	0.1%	81.5%	61	19.7%
94971	Tomales	11	0.1%	81.6%	23	47.8%
95416	Boyes Hot Springs	10	0.1%	81.7%	133	7.5%
95471	Rio Nido	9	0.1%	81.8%	37	24.3%
94922	Bodega	8	0.1%	81.8%	40	20.0%
95449	Hopland	7	0.1%	81.9%	123	5.7%
94975	Petaluma	6	0.1%	82.0%	47	12.8%
94953	Petaluma	6	0.1%	82.0%	41	14.6%
95480	Stewarts Point	5	0.0%	82.1%	20	25.0%
95450	Jenner	4	0.0%	82.1%	22	18.2%
94972	Valley Ford	4	0.0%	82.1%	19	21.1%
95419	Camp Meeker	4	0.0%	82.2%	16	25.0%
95494	Yorkville	4	0.0%	82.2%	16	25.0%
94929	Dillon Beach	3	0.0%	82.2%	18	16.7%
95430	Duncans Mills	3	0.0%	82.2%	17	17.6%
Subtotal		9,691	82.2%	82.2%	37,995	25.5%
Other ZIPs		2,093	17.8%	100%		
Total		11,784	100%			

Note: Excludes normal newborns

Source: OSHPD Patient Discharge Database

Exhibit 2

Conditions to Change in Control and Governance of Queen of the Valley Memorial Hospital¹ and Approval Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services and the Supplemental Agreement by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian

I.

These Conditions shall be legally binding on the following entities: Providence St. Joseph Health, a Washington nonprofit corporation, Providence Health & Services, a Washington nonprofit corporation, St. Joseph Health System, a California nonprofit public benefit corporation, St. Joseph Health Ministry, a California nonprofit public benefit corporation, Covenant Health Network, Inc., a California nonprofit public benefit corporation, Santa Rosa Memorial Hospital, a California nonprofit public benefit corporation, Redwood Memorial Hospital of Fortuna, California nonprofit public benefit corporation, St. Joseph Hospital of Eureka, a California nonprofit public benefit corporation, Queen of the Valley Medical Center (Queen of the Valley Medical Center Corporation), a California nonprofit public benefit corporation, Hoag Memorial Hospital Presbyterian, a California nonprofit public benefit corporation, Mission Hospital Regional Medical Center, a California nonprofit public benefit corporation, St. Joseph Hospital of Orange, a California nonprofit public benefit corporation, St. Jude Hospital, a California nonprofit public benefit corporation, St. Mary Medical Center, a California nonprofit public benefit corporation, SRM Alliance Hospital Services, a California nonprofit public benefit corporation, Providence Health System – Southern California, a California nonprofit religious corporation, Providence Saint John’s Health Center, a California nonprofit religious corporation, any other subsidiary, parent, general partner, limited partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of any of the above-listed entities, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of Queen of the Valley Medical Center or the real property on which Queen of the Valley Medical Center is located, any and all current and future owners, lessees, licensees, or operators of Queen of the Valley Medical Center, and any and all current and future lessees and owners of the real property on which Queen of the Valley Medical Center is located.

II.

The transaction approved by the Attorney General consists of the Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services, dated November 23, 2015, and the Supplemental Agreement made and entered into by and between St.

¹ Throughout this document, the term “Queen of the Valley Medical Center” shall mean the general acute care hospital located at 1000 Trancas St., Napa, CA 94558-2906, and any other clinics, laboratories, units, services, or beds included on the license issued to Queen of the Valley Hospital of Napa County, a California nonprofit public benefit corporation (Queen of the Valley Hospital of Napa County changed its name to Queen of the Valley Medical Center on October 13, 2006) by the California Department of Public Health, effective November 1, 2015, unless otherwise indicated.

Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian, dated September 30, 2015, and any and all amendments, agreements, or documents referenced in or attached to as an exhibit or schedule to the Health System Combination Agreement and the Supplemental Agreement.

All of the entities listed in Condition I shall fulfill the terms of these agreements or documents and shall notify the Attorney General in writing of any proposed modification or rescission of any of the terms of these agreements or documents. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5923.

III.

For eleven fiscal years from the closing date of the Health System Combination Agreement, Providence St. Joseph Health, St. Joseph Health System, Queen of the Valley Medical Center Corporation, and all future owners, managers, lessees, licensees, or operators of Queen of the Valley Medical Center shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

(a) Sell, transfer, lease, exchange, option, convey, manage, or otherwise dispose of Queen of the Valley Medical Center; or

(b) Transfer control, responsibility, management, or governance of Queen of the Valley Medical Center. The substitution or addition of a new corporate member or members of Providence St. Joseph Health, St. Joseph Health System, or Queen of the Valley Medical Center Corporation that transfers the control of, responsibility for, or governance of Queen of the Valley Medical Center shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or Queen of the Valley Medical Center Corporation, or any arrangement, written or oral, that would transfer voting control of the members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or Queen of the Valley Medical Center Corporation shall also be deemed a transfer for purposes of this Condition.

IV.

For ten years from the closing date of the Health System Combination Agreement, St. Joseph Health System, and Queen of the Valley Medical Center Corporation shall operate and maintain Queen of the Valley Medical Center as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250).

V.

For at least five years from the closing date, St. Joseph Health System and Queen of the Valley Medical Center Corporation shall maintain and provide the following healthcare services at

current² licensure and designation with the current types and/or levels of services at Queen of the Valley Medical Center:

- a) 24-hour emergency and trauma medical services, including a minimum of 18 emergency treatment stations and designations as a Level III Trauma Center;
- b) Cardiac services, including a minimum of 2 cardiac catheterization labs and designation as a STEMI Receiving Center;
- c) Critical care services, including a minimum of 36 intensive care beds;
- d) Obstetrics services, including a minimum of 15 obstetrics beds;
- e) Neonatal intensive care services, including a minimum of 6 neonatal intensive care beds and designation as a Level III Neonatal Intensive Care Unit;
- f) Pediatric services, including emergency, imaging, and therapy services;
- g) Rehabilitation services, including a minimum of 14 rehabilitation beds; and
- h) Women's health services, including those services provided at the Women's Imaging Center.

St. Joseph Health System and Queen of the Valley Medical Center Corporation shall not place all or any portion of the above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.

VI.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Queen of the Valley Medical Center Corporation shall maintain and provide the following healthcare services at Queen of the Valley Medical Center at current licensure and designation with the current types and/or levels of services as committed to in Exhibit 8.13 of the Health System Combination Agreement attached hereto as Exhibit 1:

- a) Cancer care services;
- b) Imaging/radiology services;
- c) Interventional radiology services;
- d) Laboratory services;
- e) Neurosciences services;
- f) Orthopedics services;
- g) Palliative care services;
- h) Surgical services;
- i) Wellness Center services; and
- j) Wound care services.

Within the first year after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall begin implementation of the Providence Health & Services' Clinical Institutes' program across the system in order to deliver better patient outcomes across the most common conditions causing hospitalization. Such implementation shall include the areas of cancer care and

² The term "current" or "currently" throughout this document means as of November 1, 2015.

musculoskeletal disease. Within two years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health implementation of the Providence Health & Services' Clinical Institutes' program shall also include the areas of neurosciences, cardiovascular, and digestive health.

VII.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Queen of the Valley Medical Center Corporation shall:

- a) Be certified to participate in the Medi-Cal program at Queen of the Valley Medical Center;
- b) Maintain and have Medi-Cal Managed Care contracts with Partnership Health Plan or its successor, to provide the same types and levels of emergency and non-emergency services at Queen of the Valley Medical Center to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause; and
- c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at Queen of the Valley Medical Center to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care) as required in these Conditions.

VIII.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Queen of the Valley Medical Center Corporation shall provide an annual amount of Charity Care (as defined below) at Queen of the Valley Medical Center equal to or greater than \$2,975,670 (the Minimum Charity Care Amount). For purposes hereof, the term "charity care" shall mean the amount of charity care costs (not charges) incurred by St. Joseph Health System and Queen of the Valley Medical Center Corporation in connection with the operation and provision of services at Queen of the Valley Medical Center. The definition and methodology for calculating "charity care" and the methodology for calculating "costs" shall be the same as that used by Office of Statewide Health Planning Development (OSHPD) for annual hospital reporting purposes.³ St. Joseph Health System and Queen of the Valley Medical Center Corporation shall use and maintain a charity care policy that is no less favorable than its current charity care policy at Queen of the Valley Medical Center and in compliance with California and Federal law.

³ OSHPD defines charity care by contrasting charity care and bad debt. According to OSHPD, "the determination of what is classified as . . . charity care can be made by establishing whether or not the patient has the ability to pay. The patient's accounts receivable must be written off as bad debt if the patient has the ability but is unwilling to pay off the account."

St. Joseph Health System's and Queen of the Valley Medical Center Corporation's obligation under this Condition shall be prorated on a daily basis if the closing date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System's and Queen of the Valley Medical Center Corporation's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-San Jose, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100" (as published by the U.S. Bureau of Labor Statistics).

After the closing date of the Health System Combination Agreement, if the actual amount of charity care provided at Queen of the Valley Medical Center for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, St. Joseph Health System and Queen of the Valley Medical Center Corporation shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide direct health care services to residents in Queen of the Valley Medical Center's service area (14 ZIP codes), as defined on page 52 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

The 2010 Federal Patient Protection and Affordable Care Act may cause a reduction in future needs of charity care. Any actual reduction will be considered "unforeseen" for purposes of Title 11, California Code of Regulations, section 999.5, subdivision (h).

IX.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Queen of the Valley Medical Center Corporation shall provide an annual amount of Community Benefit Services at Queen of the Valley Medical Center equal to or greater than \$4,038,424 (the "Minimum Community Benefit Services Amount") exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered:

- a) CARE Network;
- b) Mobile Dental Clinic;
- c) Healthy 4 Life Program; and
- d) Perinatal Outreach and Health Education.

St. Joseph Health System's and Queen of the Valley Medical Center Corporation's obligation under this Condition shall be prorated on a daily basis if the effective date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System's and Queen of the Valley Medical Center Corporation's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for

All Urban Consumers in the San Francisco-Oakland-San Jose, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100" (as published by the U.S. Bureau of Labor Statistics).

If the actual amount of community benefit services provided at Queen of the Valley Medical Center for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, St. Joseph Health System and Queen of the Valley Medical Center Corporation shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide community benefit services for residents in Queen of the Valley Medical Center's service area (14 ZIP codes), as defined on page 52 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

X.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Queen of the Valley Medical Center Corporation shall maintain their contracts, including any superseding, successor, or replacement contracts, and any amendments and exhibits thereto with the County of Napa and/or its subdivisions, departments, or agencies for services including the following⁴:

- a) Business Associate Agreement #6165, dated July 1, 2003;
- b) Memorandum of Understanding for Suspected Child Abuse, dated January 1, 2011;
- c) Synergy Agreement #7167, dated January 6, 2009;
- d) Memorandum of Understanding #6927 for Medical Emergency Cooperative Agreement for HealthCare Organizations (With Community Health Clinic Ole and Kaiser Permanente), dated December 18, 2007;
- e) Memorandum of Understanding #021 for Napa Fussy Baby Collaborative, dated March 4, 2013;
- f) PSA for Services re: California AIDS Master Grant Agreement for HIV Care, #3236, dated July 1, 2013;
- g) Designation as a Level III Trauma Center #7657, dated July 1, 2013;
- h) Hospital Preparedness Program Coalition Participation Agreement, dated August 14, 2013;
- i) Grant Agreement #8157 Tobacco Settlement, dated July 1, 2014; and
- j) Grant Agreement #510-15 for Dental Van, dated July 1, 2014
- k) PSA for Medi-Cal Administrative Activities #8146, dated July 1, 2014
- l) Memorandum of Understanding for Drug and Alcohol Counseling, dated March 5, 2015;
- m) Designation as a STEMI Receiving Center #7768, dated July 1, 2015; and
- n) EMS Base Hospital #7135, dated July 1, 2014.

⁴ The dates referenced in this Condition are either the date the agreement was entered into, the date the agreement was executed, in the title of the agreement, or the original or current effective date of the agreement.

XI.

Providence St. Joseph Health, St. Joseph Health System, and Queen of the Valley Medical Center Corporation shall commit the necessary investments required to meet and maintain OSHPD seismic compliance requirements at Queen of the Valley Medical Center through 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Saf. Code, § 129675-130070).

XII.

Providence Health & Services, St. Joseph Health System, and Queen of the Valley Medical Center Corporation shall complete any capital projects as committed to in the Health System Combination Agreement and Supplemental Agreement.

Within the first three years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall implement a mental health initiative, with an initial expenditure of \$30 million, in the California communities served by their local ministries (\$10 million per year for each of the first 3 years after the closing date). These funds will be expended solely in California and will be used to identify and address the treatment and causes of mental illness including, but not limited to, mental health counseling, disorders affecting children, depressive disorders, psychotic disorders, treatment for addictive behavior, homelessness and other root causes and effects of mental illness.

XIII.

St. Joseph Health System, and Queen of the Valley Medical Center Corporation shall maintain privileges for current medical staff at Queen of the Valley Medical Center who are in good standing as of the closing date of the Health System Combination Agreement. Further, the closing of the Health System Combination Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure at Queen of the Valley Medical Center.

For eleven fiscal years after the closing date of the Health System Combination Agreement, all of the entities listed in Condition I shall continue to maintain multi-disciplinary local ministry ethics teams at each hospital and the teams shall consist of physicians, nurses, social workers, chaplains, and ethicists. The application of the Ethical and Religious Directives shall continue to be conducted on a case-by-case basis taking into account the clinical and ethical factors presented in each case by the multi-disciplinary local ministry ethics teams.

XIV.

There shall be no discrimination against any lesbian, gay, bisexual, or transgender individuals at Queen of the Valley Medical Center. This prohibition must be explicitly set forth in Queen of the Valley Medical Center Corporation's written policies, adhered to, and strictly enforced.

XV.

For eleven fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Queen of the Valley Medical Center Corporation shall submit to the Attorney General, no later than four months after the conclusion of each fiscal year, a report describing in detail compliance with each Condition set forth herein.

Such report shall also describe in detail the specific steps taken by all of the entities listed in Condition I and provide any supporting and objective evidence and documentation that set forth how the below enumerated transaction benefits are being accomplished with respect to all of the entities listed in Condition I:

- a) Optimize clinical services and health benefits;
- b) Expand community benefit programs;
- c) Achieve greater affordability and access for health care services;
- d) Share clinical and administrative best practices across regions and communities;
- e) Promote outstanding clinical care and greatly improve the patient experience;
- f) Develop the necessary infrastructure for a population health management effort that truly advances healthier communities;
- g) Advance innovations in health care that will benefit future generations;
- h) Create broader opportunities for advocacy in connection with social justice, with particular emphasis on the poor and vulnerable;
- i) Make possible closer integration and/or adoption of specific programs to address the needs of the poor and vulnerable;
- j) Enhance the delivery of health care through a nonprofit, charitable model;
- k) Improve patient access, patient safety, the quality, continuity and coordination of care and improved patient satisfaction with the care and service provided, utilizing a holistic approach focused on the body, mind and spirit;
- l) Develop a stronger infrastructure, including clinical and administrative expertise, for serving specific populations, such as Medi-Cal and the uninsured, in order to promote the health of recipients and use resources more effectively;
- m) Provide a greater ability to combine and coordinate the response to community needs across increased scale and a broader geography;
- n) Spread and adopt the triple aim in the areas of clinical expertise, growth, diversification, innovation and shared services;

- o) Obtain specific financial benefits through access to capital through the creation of a single obligated group that will allow both health systems to become jointly and severally liable for all combined organization tax-exempt debt, allocate risk and optimize borrowing strategy for all of the entities listed in Condition I;
- p) Strengthen and enhance the work environment for all of the entities listed in Condition I;
- q) Support the ability of all of the entities listed in Condition I to attract and retain the talent and expertise required to best serve community needs, including but not limited to, clinical talent to those particular communities where it has previously been challenging to do so;
- r) Maintain and enhance medical group management infrastructure to benefit clinical practice, including sharing of clinical and administrative best practices;
- s) Pursue innovations in virtual healthcare and wellness;
- t) Provide cost-effective care to the communities served by all of the entities listed in Condition I with a special attention to the poor and vulnerable;
- u) Patient benefits from the anticipated stronger infrastructure;
- v) Patient benefits from the creation of new programs to fully advance the hospital systems' charitable missions;
- w) Community benefits from the anticipated unprecedented service and community benefit guarantees; and
- x) Community, particularly the poor and vulnerable, benefits from the strengthened healthcare systems.

Such report shall also include a copy of the following documents with respect to all of the entities listed in Condition I:

- a) Copies, if any, of new contractual arrangements with any of their affiliated or joint-venture providers, hospitals, surgery, ambulatory or medical centers, facilities, practice or physician groups, and other entities providing medical services for or on behalf of the entities listed in Condition I under these new contracts;
- b) Any new notices to insurers, insureds, other health care providers or competitors, or government regulators regarding the addition of any newly-affiliated medical provider to the entities listed in Condition I; and
- c) All new studies, analyses, and evaluations of or documents referring to the identity of any patient service areas, and geographic and product markets of each of the providers, independent physician associations, groups, centers, facilities, hospitals, centers, and affiliates owned or operated by the entities listed in Condition I providing medical services under any of the entities listed in Condition I's contracts.

The Chairman(s) of the Board of Directors of both St. Joseph Health System, and Queen of the Valley Medical Center Corporation and the Chief Executive Officers of both St. Joseph Health System and Queen of the Valley Medical Center Corporation shall each certify that the report is true, accurate, and complete and provide documentation of the review and approval of the report by both Boards of Directors.

XVI.

At the request of the Attorney General, all of the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XVII.

Once the Health System Combination Agreement is closed, all of the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

Exhibit 8.13

Service Commitments

The Service Commitments of the Parties, as referenced in Section 8.13 of the Health System Combination Agreement, are set forth in Paragraphs 1.0 through 9.0 below.

1.0 List of California General Acute Care Hospitals. For the purposes of this Exhibit 8.13, each general acute care hospital sponsored by either SJHS or PH&S, and located in the State of California, is set forth in the chart immediately below.

**Providence Health & Services and St. Joseph Health
Combined System Hospital Overview
Fiscal Year 2015**

Hospitals
St. Mary Medical Center
Redwood Memorial Hospital
St. Joseph Hospital, Eureka
Providence Holy Cross Medical Center
Providence Saint Joseph Medical Center
Providence Tarzana Medical Center
Providence Little Company of Mary Medical Center San Pedro
Providence Little Company of Mary Medical Center Torrance
Saint John's Health Center
Queen of the Valley Medical Center
Hoag Hospital - Newport Beach
Hoag Hospital - Irvine
Mission Hospital - Laguna Beach
Mission Hospital - Mission Viejo
St. Joseph Hospital of Orange
St. Jude Medical Center
Santa Rosa Memorial Hospital
Petaluma Valley Hospital

Source: Providence Health & Services and St. Joseph Health

For the purposes of this Exhibit 8.13, each of the foregoing acute care hospitals – with the exception of Providence Saint John's Health Center, Hoag Hospital-Newport Beach, Hoag Hospital-Irvine, and Petaluma Valley Hospital (which are discussed in Paragraphs 8.0 and 9.0 below, respectively) – is referred to herein as a "Hospital."

2.0 Licensed Acute Care Hospital Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall cause each Hospital to continue to be operated and maintained as a licensed general acute care hospital, as defined in California Health and Safety Code § 1250.

3.0 Specialty Service Commitments. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall operate and maintain certain specified services at each of the Hospitals, as set forth in Sections 3.0(a) and 3.0(b) below.

(a) **Emergency Department Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to maintain and provide twenty-four emergency medical services as currently licensed, with the same number of emergency beds/stations and with the same types of levels of service as provided as of the Closing.¹

(b) **Service Line Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to provide the health care services listed for each corresponding Hospital as specified in the tables below:

SJHS Sponsored Hospitals

St. Jude Medical Center Programs and Services	Mission Hospital Programs and Services
Anesthesia Services Cancer Care Cardiac Center Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Interventional Radiology Laboratory Services Neurosciences Obstetrics Orthopedics/NICU Palliative Care Pathology Services Rehabilitation Services Senior Services Speech Therapy Surgical Services Wellness & Fitness Women's Services Wound Care	Behavioral Health ■ Inpatient Services ■ Outpatient Services Cancer Care Cardiac Services Diabetes Care Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Intensive Care Unit (ICU) Laboratory Services Neurosciences Obstetrics/NICU Orthopedics Pediatric Services Respiratory Care Rehabilitation Services Surgical Services Trauma Care Vascular Services Women's Services

¹ This commitment is subject to reasonable and/or necessary temporary reductions in the number of emergency beds / stations in the event of construction intended to expand emergency department capacity.

**St. Mary Medical Center
Programs and Services**

Cardiac Center
Diabetes Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics/NICU
Rehabilitation Services
Surgical Services
Women's Services
Wound Care

**Queen of the Valley Medical Center
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Wellness Center
Women's Services
Wound Care

**Santa Rosa Memorial Hospital
Programs and Services**

Bariatric Surgery
Behavioral Health
■ Outpatient Services
■ Partial Hospital Program
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Trauma Care
Vascular Services
Women's Services

**Saint Joseph Hospital - Orange
Programs and Services**

Anesthesia Services
Bariatric Surgery
Behavioral Health
■ Inpatient Services
■ Outpatient Services
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Kidney Dialysis Center
Laboratory Services
Neurosciences
Obstetrics
Ophthalmology
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Urology
Women's Services
Wound Care

**Petaluma Valley Hospital
Programs and Services**

Cancer Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Vascular Services
Women's Services

**St. Joseph Hospital - Eureka
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

**Redwood Memorial Hospital
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

PH&S Sponsored Hospitals

Providence Holy Cross Medical Center Programs and Services

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour) Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Palliative Care
Pulmonary Services
Rehabilitation Services
Sub-Acute
Telemetry
Trauma Program
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Little Company of Mary Medical Center San Pedro Programs and Services

Acute Psychiatric Services
Cancer Care
Center for Optimal Aging
(Senior Services)
Chemical Dependency
Community Outreach
Diabetes Care
Emergency Services (24-hour)
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Palliative Care
Pathology Services
Psychiatric Services
Rehabilitation Services
Respiratory Care
Spiritual Care Services
Surgery Specialties
Sub-Acute Care
Women Health Services
■ Obstetrics
Wound Care

**Providence Little Company of Mary Medical Center Torrance
Programs and Services**

Blood Donor Center
Cancer Care
Cardiac & Vascular Services
Community Outreach
Emergency Services (24-hour)
Diabetes Care
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Orthopedics
Palliative Care
Pathology Services
Pediatric Services
Respiratory Care
Spiritual Care Services
Surgical Services
Rehabilitation Services
Urology
Volunteer Services
Women's Health Services
■ Obstetrics
■ NICU
Wound Care

**Providence Saint Joseph Medical Center
Programs and Services**

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pulmonary Services
Rehabilitation Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

**Providence Tarzana Medical Center
Programs and Services**

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pediatric Services / Pediatric Intensive Care
Pulmonary Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services

■ Obstetrics
■ NICU

(A) Continue to be certified to participate in the Medicare program and have a Medicare provider number to provide the same types and levels of emergency and non-emergency services as provided as of the Closing.

5.0 City/County Contract Commitment: For a period of five (5) years from the Closing, each Hospital shall maintain each contract it has entered into with any City or County as specified on Attachment A (City/County Contract Commitments) attached hereto, unless any such contract is terminated for cause or expires in accordance with its current terms.

(continued on next page)

6.0 Charity Care Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of charity care (the "Minimum Charity Care Amount") that is no less than the amount set forth in the "2014-2015 Average" column for the corresponding Hospital in the chart below:

**Providence Health & Services and St. Joseph Health
Cost of Charity Care Summary
Fiscal Years 2014 to 2015**

Hospital	Cost of Charity to Hospital		
	2014	2015 ⁽¹⁾	2014 - 2015 Average
St. Mary Medical Center	\$7,912,528	\$4,121,065	\$6,016,797
Redwood Memorial Hospital	\$731,156	\$577,891	\$654,523
St. Joseph Hospital, Eureka	\$1,790,044	\$1,653,541	\$1,721,792
Providence Holy Cross Medical Center	\$5,634,497	\$4,762,251	\$5,198,374
Providence Saint Joseph Medical Center	\$7,319,026	\$3,056,824	\$5,187,925
Providence Tarzana Medical Center	\$2,522,462	\$1,347,479	\$1,934,970
Providence Little Company of Mary Medical Center San Pedro	\$2,523,959	\$1,189,510	\$1,856,734
Providence Little Company of Mary Medical Center Torrance	\$8,767,281	\$3,868,858	\$6,318,069
Saint John's Health Center	Subject to AG Conditional Consent January 14, 2014		
Queen of the Valley Medical Center	\$2,041,891	\$1,728,615	\$1,885,253
Hoag Hospital - Newport Beach and Irvine	Subject to AG Conditional Consent February 8, 2013		
Mission Hospital - Mission Viejo and Laguna Beach ⁽²⁾	\$7,229,156	\$4,803,937	\$6,016,546
St. Joseph Hospital of Orange	\$9,904,721	\$7,573,418	\$8,739,069
St. Jude Medical Center	\$7,737,027	\$5,705,177	\$6,721,102
Petaluma Valley Hospital	\$1,132,221	\$838,880	\$985,550
Santa Rosa Memorial Hospital	\$5,519,696	\$5,230,452	\$5,375,074
Total	\$70,765,664	\$46,457,897	\$58,611,780

Source: OSHPD Financial Disclosure Reports (2014 figures), St. Joseph Health (2015 figures)

Note: Hoag Hospital and Saint John's Health Center charity care numbers are currently the subject of Attorney General conditions from prior transactions.

(1) FY 2014 cost-to-charge ratio applied to 2015 charity charges to calculate cost of charity to hospital. Providence 2015 data is a year-to-date annualized estimate.

(2) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics). Each Hospital shall have charity care and collection policies that comply with Federal and California law.

7.0 Community Benefit Program Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of Community Benefit Services (the "Minimum Community Benefit Services Amount") that is no less than the amount set forth in the "Hospital Commitment" column for the corresponding Hospital in the chart below:

Providence Health and Services and St. Joseph Health System
Community Benefit Expenditures by Ministry⁽¹⁾
Calendar Years 2011 to 2014

Hospital	2011	2012	2013	2014	Hospital Commitment ⁽²⁾
Providence Holy Cross Medical Center	\$1,044,252	\$933,328	\$1,050,720	\$972,003	\$1,000,076
Providence Little Company of Mary San Pedro	\$1,836,161	\$1,706,993	\$1,629,022	\$1,503,131	\$1,668,827
Providence Little Company of Mary Torrance	\$4,232,362	\$2,254,286	\$2,057,692	\$1,896,081	\$2,610,105
Providence Saint John's Health Center	Subject to AG Commitment January 14, 2014				\$3,374,251
Providence Saint Joseph Medical Center	\$1,172,156	\$929,028	\$1,058,582	\$1,155,121	\$1,078,722
Providence Tarzana Medical Center	\$612,236	\$496,883	\$476,211	\$801,568	\$596,725
Hoag Hospital - Newport Beach and Irvine	Subject to AG Commitment February 8, 2013				\$9,500,000
Mission Hospital - Mission Viejo and Laguna Beach ⁽³⁾	\$5,654,285	\$4,775,844	\$4,404,037	\$4,916,303	\$4,937,617
Petaluma Valley Hospital	\$10,000	\$92,749	\$113,748	\$176,846	\$98,336
Queen of the Valley Medical Center	\$3,215,957	\$2,888,321	\$3,298,694	\$3,465,017	\$3,216,997
Redwood Memorial Hospital	\$980,213	\$715,227	\$793,338	\$417,839	\$726,654
Santa Rosa Memorial Hospital	\$1,844,388	\$2,135,826	\$2,668,956	\$2,982,791	\$2,407,990
St. Joseph Hospital (Eureka)	\$2,357,925	\$2,501,973	\$2,073,069	\$2,061,441	\$2,248,602
St. Joseph Hospital (Orange)	\$9,984,136	\$9,825,416	\$6,865,777	\$5,554,176	\$8,057,376
St. Jude Medical Center	\$8,219,100	\$8,392,969	\$7,476,451	\$5,396,610	\$7,371,283
St. Mary Medical Center	\$3,533,168	\$3,051,705	\$2,556,292	\$4,185,791	\$3,331,739
Total Community Benefit Expenditures	\$44,696,339	\$40,700,548	\$36,522,589	\$35,484,719	\$39,351,049

Source: Providence Health and Services, St. Joseph Health System

(1) The community benefit expenditures set forth in this table reflect expenditures on the types of programs that have historically been treated by the Attorney General as community benefit programs under Title 11, Code of Regulations section 999.5(d)(5)(D). The table does not include expenditures for all SB 697 reported categories. Examples of facility expenditures or costs not included in this table are (i) the unreimbursed cost of Medicare, Medi-Cal and low-margin services, (ii) unreimbursed physician fees and/or subsidies for ED, trauma and other coverage services, (iii) services funded by third parties (e.g., grants), (iv) community benefit operation or administration costs, (v) facility use, and (vi) research.

(2) The Hospital Commitment column reflects each hospital's four year average annual commitment based on the annual community benefit expenditures during the calendar years 2011 through 2014. St. John's Medical Center and Hoag Hospital community benefit commitments are addressed in Section 9.0 of this Exhibit 8.13.

(3) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics).

In addition, SJHS and PH&S, individually or jointly or through NewCo, shall provide support to each of the community benefit programs set forth in the charts immediately below (the

(continued on next page)

“On-Going Community Benefit Programs”) for a period of five (5) years after the Closing either at the current location, at alternate locations, or through affiliation with similar organizations.

St. Joseph Health
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Redwood Memorial Hospital	Community Resource Centers
St. Joseph Hospital, Eureka	Paso a Paso Program/Healthy Kids Humboldt
Santa Rosa Memorial Hospital	House Calls
Petaluma Valley Hospital	Mobile Health Clinic Promotores de Salud (Health Promoters) Healthy For Life Circle of Sisters (COS) St. Joseph Dental Clinic and Mobile Dental Clinic The Agents of Change Training is the Neighborhoods (ACTION)
Queen of the Valley Medical Center	Community Based Care Coordination and Case Management “CARE Network” Children’s Mobile Dental Clinic Obesity Prevention: “Healthy for Life” Perinatal Education and Support
St. Mary Medical Center	Community Clinic programs Health Career Programs San Bernardino County Public Health Initiatives
St. Jude Medical Center	St. Jude Neighborhood Health Center North Orange County Move More Eat Healthy Initiative Community Care Navigation Senior transportation and services to low income elderly
St. Joseph Hospital Orange	La Amistad de San Jose Family Health Center Puente a la Salud Mobile Community Clinics Imaging and laboratory Services Pharmacy Meds Program
Mission Hospital - Laguna Beach	Family Resource Centers
Mission Hospital - Mission Viejo	Community Mental Health Initiatives/Depression Initiatives Behavioral Health Camino Health Center (FQHC) Increasing Access to Health Care

Source: St. Joseph Health

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

Providence Health & Services
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Little Company of Mary - San Pedro	Creating Opportunities for Physical Activity (COPA)
Little Company of Mary - Torrance	CHIP-Access to Los Cost/Free Primary Care Vasek Polak Medical Home for the Most Vulnerable Get Out and Live (GOAL) Partners for Healthy Kids ("PFHK") Welcome Baby ⁽¹⁾
Saint John's Medical Center	Venice Family Clinic Ocean Park Community Center Westside Family Health Center Cleft Palate Clinic
Providence Holy Cross Medical Center	Access to Care Program
Providence Saint Joseph Medical Center	Faith Community Health Partnership/Latino Health Promoter
Providence Tarzana Medical Center	Senior Outreach Tattoo Removal School Nurse Services

Source: Providence Health & Services

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

8.0 Petaluma Valley Hospital. SJHS operates Petaluma Valley Hospital pursuant to a management contract that expires in January 2017. The commitments set forth in Sections 2.0 through 7.0 above shall apply to Petaluma Valley Hospital during the remaining term of the current management contract.

9.0 Providence Saint John's Health Center and Hoag Commitments. SJHS and PH&S, individually or jointly or through NewCo, shall insure full compliance with any and all Conditions of Consent previously issued by the California Attorney General, and the terms of any agreements with the California Attorney General, with respect to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian transactions, including (without limitation) (i) the Conditions of Consent set forth in the California Attorney General's January 14, 2014 and February 8, 2013 letters concerning those facilities and (ii) the March 8, 2014 Agreement between the California Attorney General and Hoag Memorial Hospital Presbyterian. Notwithstanding the foregoing, SJHS and PH&S each reserve the right (and the rights of NewCo), in accordance with Title 11, California Code of Regulations, Section 999.5(h), to seek the amendment of any such Conditions of Consent, or the terms of any other agreements with the California Attorney General, applicable to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian facilities.

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
RMH	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	4/1/06
RMH	North Coast Emergency Medical Services	EDAP Level I Designation	7/1/10
RMH	City of Blue Lake	MOU re: Blue Lake Family Resource Center	1/1/15
RMH	County of Humboldt-DHHS	Grant Agreement for Blue Lake CRC - CalWORKS and CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Rio Dell CRC - CalWORKs & CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Willow Creek CRC - CalWORKs & CalFresh	7/15/15
SJE	County of Humboldt Mental Health	Behavioral Health	1/1/15
SJE	County of Humboldt	Agreement Concerning Use of Short Wave Radio Equipment	1/3/95
SJE	Humboldt County	MOU for Death Review Panel	2/1/01
SJE	Humboldt County Children's Health Initiative	Charter	1/1/06
SJE	Humboldt County	MOU for Healthy Kids Humboldt Support	2/14/12
SJE	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	7/21/12
SJE	County of Humboldt-DHHS	CalFresh Grant Agreement	11/1/14
SJE	County of Humboldt-DHHS-Mental Health Branch	Service Agreement for Hospital Services	1/1/15
SJE	County of Humboldt-DHHS	MOU for 340B Program	1/1/15
SJE and RMH	Humboldt County Office of Education	Work Exploration Agreement for High School Students	2/3/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
QVMC	County of Napa	Business Associate Agreement #6165	7/1/03
QVMC	Napa County Child Welfare Services	MOU for Suspected Child Abuse	1/1/11
QVMC	County of Napa	Synergy Agreement #7167	1/6/09
QVMC	County of Napa w/Comm Hlth Clinic Ole, Kaiser,	MOU- Medical Emergency Coop Agmt for Healthcare Organizations	12/18/07
QVMC	Napa County Health & Human Services, Public	MOU for Napa Fussy Baby Collaborative	3/4/13
QVMC	County of Napa	PSA for Services re: Calif AIDS Master Grant Agmt for HIV Care #3236	7/1/13
QVMC	County of Napa	Designation as a Level III Trauma Center #7657	7/1/13
QVMC	County of Napa	Hospital Preparedness Program (HPP) Coalition Participation Agreement	8/14/13
QVMC	County of Napa	Grant Agreement #8157 Tobacco Settlement	7/1/14
QVMC	First 5 Napa County Children and Family Comm.	Grant Agreement #510-15 for Dental Van	7/1/14
QVMC	County of Napa	PSA for Medi-Cal Administrative Activities #8146	7/1/14
QVMC	Napa County Alcohol and Drug Services Division	MOU for Drug and Alcohol Counseling	3/5/15
SRMH	County of Sonoma	Provision of Services/Medication Management Grant	7/1/15
Hoag	Children's And Families Commission of OC	Agreement for early Childhood Development Svcs	2/5/14
Hoag	County of Orange	Agreement for the provision of certain HIV Services	3/1/15
Hoag	County of Orange	Indigent and Trauma Care	7/1/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
MH	County of Orange	Indigent and Trauma Care	7/1/14
MH	County of Orange	Medi-Cal Admin Svcs	7/1/15
MH	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Caregiver Resource Center	7/1/14
SJMC	County of Orange	Indigent and Trauma Care	7/1/14
SJMC	County of Orange	Designated ER Services	7/1/13
SJMC	Childrens and Families Commission	Early Childhood Development	2/5/14
SJMC	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Paternity Opportunity Program	9/9/14
SJO	County of Orange	Indigent and Trauma Care	7/1/14
SJO	County of Orange	Designated ER Services	7/1/13
SJO	County of Orange	MSN - Medical Safety Net	7/1/15
PVH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency Organizations to coordinate services in disaster situations	10/1/06
PVH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
PVH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
SRM and PVH	County of Sonoma	Mental Health Services Agreement No. 2015-0023-A00	4/15/15
SRMH	Sonoma County Indian Health Project (SCIHP)	Medi-Cal	8/1/14
SRMH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency to coordinate services in disaster situations	5/15/06
SRMH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
SRMH	County of Sonoma	Level II Trauma Center Designation	5/1/10
SRMH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
SRMH	County of Sonoma	EMS Base Hospital Agreement	7/1/15
SRMH	County of Sonoma	STEMI Receiving Center Agreement	7/1/15

Key:

RMH = Redwood Memorial Hospital
 SJE = St. Joseph Hospital, Eureka
 QVMC = Queen of the Valley Medical Center
 SRMH = Santa Rosa Memorial Hospital
 Hoag = Hoag Hospital – Newport Beach / Irvine
 MH = Mission Hospital – Mission Viejo / Laguna Beach
 SJMC = St. Jude Medical Center
 SJO = St. Joseph Hospital of Orange
 PVH = Petaluma Valley Hospital

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
San Pedro			
PHS-So. Cal dba Providence Little Co. of Mary Med. Ctr San Pedro	County of Los Angeles	Psychiatric Inpatient Hospital Services to Medi-Cal Beneficiaries eligible for such services under the Medi-Cal Fee-For-Service program	7/1/15
Providence Little Co. of Mary Ctr (San Pedro)	Los Angeles County Dept of Health Services Emergency Medical Services Agency	SART Center Confirmation Agreement	4/20/15
Torrance			
Little Company of Mary Hospital (Torrance)	County of Los Angeles	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	6/30/08
Little Company of Mary Medical Center (Torrance)	County of Los Angeles	Memorandum of Understanding re Child Support Services	9/24/14-10/31/18
Providence Little Company of Mary-Torrance	County of Los Angeles	Agreement for Participation in Hospital Preparedness Program	1/1/13-6/30/18
Providence Little Company of Mary Medical Center San Pedro	Los Angeles County Children and Families First Proposition 10 Commission (AKA First 5 LA)	Grant Agreement	1/1/15-6/30/16
Providence Little Company of Mary Torrance	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
St. John's			
Sisters of Charity of Leavenworth Health System, Inc. re Saint John's Hospital and Health Center	City of Santa Monica	Development Agreement and Amendment Re Construction for Improvements	10/4/11
Providence Saint John's Health Center	County of Los Angeles	Department of Mental Health (mental health services)	7/1/15
Providence Saint John's Child and Family Development Center	City of Santa Monica Mental Health Services	Will Rogers Learning Development Center/ Child Youth Development Project	7/1/15-6/30/16
Providence Saint John's Health Center	City of Santa Monica	Human Services Grants Program Short Term Grant Agreement	7/1/15-9/30/15

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Providence Saint John's Health Center	County of Los Angeles	Los Angeles County Children and Families First Proposition 10 Commission (A KA First LA) Grant Agreement re Partnerships for Family Initiative	1/1/15-6/30/16
Holy Cross			
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re Stroke Center	6/10/10-5/9/12
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re ST-Elevation Myocardial Infarction Receiving Center	9/1/13-8/31/16
Providence Holy Cross Medical Center	Los Angeles County	Paramedic Base Hospital Services Agreement	1/1/13-6/30/17
Providence Health System So. CA. dba Providence Holy Cross Medical Center	Los Angeles County	Trauma Center Service Agreement, as amended	7/1/08-12/31/15
St. Joseph's			
Providence Saint Joseph Medical Center	County of Los Angeles	Hospital Preparedness Program Agreement, as amended.	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement	10/19/09-3/22/10
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	EDAP Confirmation Agreement	12/5/11-12/4/14
Providence Health System-Southern California DBA Providence Saint Joseph Medical Center	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	SRC Confirmation Agreement	6/1/13-3/31/16

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Tarzana			
Encino Tarzana Regional Medical Center-Tarzana	County of Los Angeles – Department of Health Services Emergency Medical Services Agency	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	7/1/06-6/30/07
Providence Health and Services DBA Providence Tarzan Medical Center	County of Los Angeles	Expanded Agreement re Hospital Bioterrorism Preparedness	1/1/01-12/31/-12
Providence Tarzana Medical Center	County of Los Angeles, Child Support Services Department	Intra-County Plan of Cooperation re guidelines for an effective social security program	10/1/09
Providence Tarzana Medical center	Los Angeles County Department of Health Services Emergency Medical Services Agency	Stroke Center Confirmation Agreement re Caring for Stroke Population of LA County	4/1/10-5/31/12
Providence Tarzana Medical Center	Los Angeles County Emergency Department	Approved for Pediatrics (EDAP) Confirmation Agreement	12/5/11-12/5/14
Providence Tarzana Medical Center	Los Angeles County Department of Health Services- Emergency Medical Services Agency	SRC Confirmation Agreement re Approved ST-Elevation Myocardial Infarction Receiving Center (SRC)	4/1/10/3/31/12
Providence Tarzana Medical Center	County of Los Angeles Department of Public Health, Acute Communicable Disease Control Program	Confidential Data Use Agreement	7/22/09

ANALYSIS OF QUEEN OF THE VALLEY MEDICAL CENTER'S SERVICE AREA

Service Area Definition

Based upon Queen of the Valley Medical Center's 2014 inpatient discharges, Queen of the Valley Medical Center's service area is comprised of 14 ZIP Codes from which 84% of its inpatient discharges originated. Approximately 50% of Queen of the Valley Medical Center's discharges originated from the ZIP Code 94558 located in Napa. In 2014, Queen of the Valley Medical Center's market share in the service area was approximately 40% based on total area discharges.

SERVICE AREA PATIENT ORIGIN MARKET SHARE BY ZIP CODE: 2014						
ZIP Codes	Community	Total Discharges	% of Discharges	Cumulative	Total Area Discharges	Market Share
				% of Discharges		
94558	Napa	3,391	49.2%	49.2%	6,013	56.4%
94559	Napa	1,203	17.4%	66.6%	2,101	57.3%
94599	Yountville	543	7.9%	74.5%	741	73.3%
94503	American Canyon	341	4.9%	79.5%	1,428	23.9%
95476	Sonoma	132	1.9%	81.4%	2,665	5.0%
94574	Saint Helena	106	1.5%	82.9%	688	15.4%
94515	Calistoga	35	0.5%	83.4%	505	6.9%
94581	Napa	24	0.3%	83.8%	54	44.4%
94508	Angwin	12	0.2%	83.9%	201	6.0%
94567	Pope Valley	10	0.1%	84.1%	51	19.6%
94576	Deer Park	6	0.1%	84.2%	32	18.8%
94573	Rutherford	6	0.1%	84.3%	23	26.1%
94562	Oakville	3	0.0%	84.3%	8	37.5%
95487	Vineburg	2	0.0%	84.3%	19	10.5%
Subtotal		5,814	84.3%	84.3%	14,529	40.0%
Other ZIPs		1,080	15.7%	100%		
Total		6,894	100%			

Note: Excludes normal newborns

Source: OSHPD Patient Discharge Database

Exhibit 2

Conditions to Change in Control and Governance of St. Mary Medical Center¹ and Approval Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services and the Supplemental Agreement by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian

I.

These Conditions shall be legally binding on the following entities: Providence St. Joseph Health, a Washington nonprofit corporation, Providence Health & Services, a Washington nonprofit corporation, St. Joseph Health System, a California nonprofit public benefit corporation, St. Joseph Health Ministry, a California nonprofit public benefit corporation, Covenant Health Network, Inc., a California nonprofit public benefit corporation, St. Mary Medical Center (St. Mary Medical Center Corporation), a California nonprofit public benefit corporation, Redwood Memorial Hospital of Fortuna, California nonprofit public benefit corporation, St. Joseph Hospital of Eureka, a California nonprofit public benefit corporation, Queen of the Valley Medical Center, a California nonprofit public benefit corporation, Hoag Memorial Hospital Presbyterian, a California nonprofit public benefit corporation, Mission Hospital Regional Medical Center, a California nonprofit public benefit corporation, St. Joseph Hospital of Orange, a California nonprofit public benefit corporation, St. Jude Hospital, a California nonprofit public benefit corporation, Santa Rosa Memorial Hospital, a California nonprofit public benefit corporation, SRM Alliance Hospital Services, a California nonprofit public benefit corporation, Providence Health System – Southern California, a California nonprofit religious corporation, Providence Saint John's Health Center, a California nonprofit religious corporation, any other subsidiary, parent, general partner, limited partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of any of the above-listed entities, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of St. Mary Medical Center or the real property on which St. Mary Medical Center is located, any and all current and future owners, lessees, licensees, or operators of St. Mary Medical Center, and any and all current and future lessees and owners of the real property on which St. Mary Medical Center is located.

II.

The transaction approved by the Attorney General consists of the Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services, dated November 23, 2015, and the Supplemental Agreement made and entered into by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian, dated September 30, 2015, and any and all amendments, agreements, or documents

¹ Throughout this document, the term "St. Mary Medical Center" shall mean the general acute care hospital located at 18300 US Highway 18, Apple Valley, CA 92307-2206, and any other clinics, laboratories, units, services, or beds included on the license issued to St. Mary Medical Center by the California Department of Public Health, effective December 22, 2015, unless otherwise indicated.

referenced in or attached to as an exhibit or schedule to the Health System Combination Agreement and the Supplemental Agreement.

All of the entities listed in Condition I shall fulfill the terms of these agreements or documents and shall notify the Attorney General in writing of any proposed modification or rescission of any of the terms of these agreements or documents. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5923.

III.

For eleven fiscal years from the closing date of the Health System Combination Agreement, Providence St. Joseph Health, St. Joseph Health System, St. Mary Medical Center Corporation, and all future owners, managers, lessees, licensees, or operators of St. Mary Medical Center shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

(a) Sell, transfer, lease, exchange, option, convey, manage, or otherwise dispose of St. Mary Medical Center; or

(b) Transfer control, responsibility, management, or governance of St. Mary Medical Center. The substitution or addition of a new corporate member or members of Providence St. Joseph Health, St. Joseph Health System, or St. Mary Medical Center Corporation that transfers the control of, responsibility for, or governance of St. Mary Medical Center shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or St. Mary Medical Center Corporation, or any arrangement, written or oral, that would transfer voting control of the members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or St. Mary Medical Center Corporation shall also be deemed a transfer for purposes of this Condition.

IV.

For ten years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Mary Medical Center Corporation shall operate and maintain St. Mary Medical Center as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250).

V.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Mary Medical Center Corporation shall maintain and provide the following healthcare services at current² licensure and designation with the current types and/or levels of services at St. Mary Medical Center:

² The term "current" or "currently" throughout this document means as of December 22, 2015.

- a) 24-hour emergency medical services, including a minimum of 34 emergency treatment stations;
- b) Pediatric services, including a minimum of 8 licensed pediatric beds;
- c) Cardiac services, including a minimum of 2 cardiac catheterization labs and the designation as a STEMI Receiving Center;
- d) Critical care services, including a minimum of 20 intensive care beds;
- e) Obstetrics services, including a minimum of 16 obstetrics beds;
- f) Neonatal intensive care services, including a minimum of 8 neonatal intensive care beds and designation as a Level II Neonatal Intensive Care Unit; and
- g) Women's health services, including mammography and stereotactic breast biopsy.

St. Joseph Health System and St. Mary Medical Center Corporation shall not place all or any portion of the above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.

VI.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Mary Medical Center Corporation shall maintain and provide the following healthcare services at St. Mary Medical Center at current licensure and designation with the current types and/or levels of services as committed to in Exhibit 8.13 of the Health System Combination Agreement attached hereto as Exhibit 1:

- a) Diabetes care services;
- b) Imaging/radiology services;
- c) Laboratory services;
- d) Rehabilitation services;
- e) Surgical services; and
- f) Wound care services.

Within the first year after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall begin implementation of the Providence Health & Services' Clinical Institutes' program across the system in order to deliver better patient outcomes across the most common conditions causing hospitalization. Such implementation shall include the areas of cancer care and musculoskeletal disease. Within two years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health implementation of the Providence Health & Services' Clinical Institutes' program shall also include the areas of neurosciences, cardiovascular, and digestive health.

VII.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Mary Medical Center Corporation shall operate the following community health clinics including providing services for the Well Woman Cancer Detection Program:

- a) St. Mary Medical Center Community Health Center, located at 18077 Outer Highway 18, Suite 100 in Apple Valley;
- b) St. Mary Community Health Center Hesperia Clinic, located at 17071 Main Street in Hesperia; and
- c) St. Mary Medical Center Healthy Beginnings Adelanto Clinic, located at 11424 Chamberlain Way, #9 in Adelanto.

VIII.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Mary Medical Center Corporation shall:

- a) Be certified to participate in the Medi-Cal program at St. Mary Medical Center;
- b) Maintain and have Medi-Cal Managed Care contracts with Inland Empire Health Plan or its successor, to provide the same types and levels of emergency and non-emergency services at St. Mary Medical Center to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause; and
- c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at St. Mary Medical Center to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care) as required in these Conditions.

IX.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Mary Medical Center Corporation shall provide an annual amount of Charity Care (as defined below) at St. Mary Medical Center equal to or greater than \$7,772,603 (the Minimum Charity Care Amount). For purposes hereof, the term "charity care" shall mean the amount of charity care costs (not charges) incurred by St. Joseph Health System and St. Mary Medical Center Corporation in connection with the operation and provision of services at St. Mary Medical Center. The definition and methodology for calculating "charity care" and the methodology for calculating "costs" shall be the same as that used by Office of

Statewide Health Planning Development (OSHPD) for annual hospital reporting purposes.³ St. Joseph Health System and St. Mary Medical Center Corporation shall use and maintain a charity care policy that is no less favorable than its current charity care policy at St. Mary Medical Center and in compliance with California and Federal law.

St. Joseph Health System's and St. Mary Medical Center Corporation's obligation under this Condition shall be prorated on a daily basis if the closing date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System's and St. Mary Medical Center Corporation's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Riverside-San Bernardino-Ontario, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100" (as published by the U.S. Bureau of Labor Statistics).

After the closing date of the Health System Combination Agreement, if the actual amount of charity care provided at St. Mary Medical Center for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, St. Joseph Health System and St. Mary Medical Center Corporation shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide direct health care services to residents in St. Mary Medical Center's service area (17 ZIP codes), as defined on page 50 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

The 2010 Federal Patient Protection and Affordable Care Act may cause a reduction in future needs of charity care. Any actual reduction will be considered "unforeseen" for purposes of Title 11, California Code of Regulations, section 999.5, subdivision (h).

X.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Mary Medical Center Corporation shall provide an annual amount of Community Benefit Services at St. Mary Medical Center equal to or greater than \$4,884,058 (the "Minimum Community Benefit Services Amount") exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered:

- a) Bright Futures Mobile Van, including providing services for the Well Woman Cancer Detection Program;

³ OSHPD defines charity care by contrasting charity care and bad debt. According to OSHPD, "the determination of what is classified as . . . charity care can be made by establishing whether or not the patient has the ability to pay. The patient's accounts receivable must be written off as bad debt if the patient has the ability but is unwilling to pay off the account."

- b) Family Resource Center;
- c) Healthy Beginnings;
- d) Mother/Baby Assessment Center;
- e) Health Career Program (Health Professions: Nursing, Physical Therapy, Radiology and Respiratory Students); and
- f) San Bernardino County Public Health Initiatives (as referenced in Exhibit 8.13 of the Health System Combination Agreement attached hereto as Exhibit 1).

St. Joseph Health System's and St. Mary Medical Center Corporation's obligation under this Condition shall be prorated on a daily basis if the effective date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System's and St. Mary Medical Center Corporation's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Riverside-San Bernardino-Ontario, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100" (as published by the U.S. Bureau of Labor Statistics).

If the actual amount of community benefit services provided at St. Mary Medical Center for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, St. Joseph Health System and St. Mary Medical Center Corporation shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide community benefit services for residents in St. Mary Medical Center's service area (17 ZIP codes), as defined on page 50 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

XI.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Mary Medical Center Corporation shall maintain their contracts, including any superseding, successor, or replacement contracts, and any amendments and exhibits thereto with the County of San Bernardino and/or its subdivisions, departments, or agencies for services at St. Mary Medical Center including the following⁴:

- a) Reciprocal Transfer Agreement, No. 15-90, dated February 10, 2015; and
- b) Agreement for Residency Rotations regarding Resident Affiliation Agreements, No. 15-621, dated August 25, 2015.

⁴ The dates referenced in this Condition are either the date the agreement was entered into, the date the agreement was executed, in the title of the agreement, or the original or current effective date of the agreement.

XII.

Providence St. Joseph Health, St. Joseph Health System, and St. Mary Medical Center Corporation shall commit the necessary investments required to meet and maintain OSHPD seismic compliance requirements at St. Mary Medical Center through 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Saf. Code, § 129675-130070).

XIII.

Providence Health & Services, St. Joseph Health System, and St. Mary Medical Center Corporation shall complete any capital projects as committed to in the Health System Combination Agreement and the Supplemental Agreement.

Within the first three years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall implement a mental health initiative, with an initial expenditure of \$30 million, in the California communities served by their local ministries (\$10 million per year for each of the first 3 years after the closing date). These funds will be expended solely in California and will be used to identify and address the treatment and causes of mental illness including, but not limited to, mental health counseling, disorders affecting children, depressive disorders, psychotic disorders, treatment for addictive behavior, homelessness and other root causes and effects of mental illness.

XIV.

St. Joseph Health System and St. Mary Medical Center Corporation shall maintain privileges for current medical staff at St. Mary Medical Center who are in good standing as of the closing date of the Health System Combination Agreement. Further, the closing of the Health System Combination Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure at St. Mary Medical Center.

For eleven fiscal years after the closing date of the Health System Combination Agreement, all of the entities listed in Condition I shall continue to maintain multi-disciplinary local ministry ethics teams at each hospital and the teams shall consist of physicians, nurses, social workers, chaplains, and ethicists. The application of the Ethical and Religious Directives shall continue to be conducted on a case-by-case basis taking into account the clinical and ethical factors presented in each case by the multi-disciplinary local ministry ethics teams.

XV.

There shall be no discrimination against any lesbian, gay, bisexual, or transgender individuals at St. Mary Medical Center. This prohibition must be explicitly set forth in St. Mary Medical Center Corporation's written policies, adhered to, and strictly enforced.

XVI.

For eleven fiscal years from the closing date of the Health System Combination Agreement St. Joseph Health System and St. Mary Medical Center Corporation shall submit to the Attorney General, no later than four months after the conclusion of each fiscal year, a report describing in detail compliance with each Condition set forth herein.

Such report shall also describe in detail the specific steps taken by all of the entities listed in Condition I and provide any supporting and objective evidence and documentation that set forth how the below enumerated transaction benefits are being accomplished with respect to all of the entities listed in Condition I:

- a) Optimize clinical services and health benefits;
- b) Expand community benefit programs;
- c) Achieve greater affordability and access for health care services;
- d) Share clinical and administrative best practices across regions and communities;
- e) Promote outstanding clinical care and greatly improve the patient experience;
- f) Develop the necessary infrastructure for a population health management effort that truly advances healthier communities;
- g) Advance innovations in health care that will benefit future generations;
- h) Create broader opportunities for advocacy in connection with social justice, with particular emphasis on the poor and vulnerable;
- i) Make possible closer integration and/or adoption of specific programs to address the needs of the poor and vulnerable;
- j) Enhance the delivery of health care through a nonprofit, charitable model;
- k) Improve patient access, patient safety, the quality, continuity and coordination of care and improved patient satisfaction with the care and service provided, utilizing a holistic approach focused on the body, mind and spirit;
- l) Develop a stronger infrastructure, including clinical and administrative expertise, for serving specific populations, such as Medi-Cal and the uninsured, in order to promote the health of recipients and use resources more effectively;
- m) Provide a greater ability to combine and coordinate the response to community needs across increased scale and a broader geography;
- n) Spread and adopt the triple aim in the areas of clinical expertise, growth, diversification, innovation and shared services;

- o) Obtain specific financial benefits through access to capital through the creation of a single obligated group that will allow both health systems to become jointly and severally liable for all combined organization tax-exempt debt, allocate risk and optimize borrowing strategy for all of the entities listed in Condition I;
- p) Strengthen and enhance the work environment for all of the entities listed in Condition I;
- q) Support the ability of all of the entities listed in Condition I to attract and retain the talent and expertise required to best serve community needs, including but not limited to, clinical talent to those particular communities where it has previously been challenging to do so;
- r) Maintain and enhance medical group management infrastructure to benefit clinical practice, including sharing of clinical and administrative best practices;
- s) Pursue innovations in virtual healthcare and wellness;
- t) Provide cost-effective care to the communities served by all of the entities listed in Condition I with a special attention to the poor and vulnerable;
- u) Patient benefits from the anticipated stronger infrastructure;
- v) Patient benefits from the creation of new programs to fully advance the hospital systems' charitable missions;
- w) Community benefits from the anticipated unprecedented service and community benefit guarantees; and
- x) Community, particularly the poor and vulnerable, benefits from the strengthened healthcare systems.

Such report shall also include a copy of the following documents with respect to all of the entities listed in Condition I:

- a) Copies, if any, of new contractual arrangements with any of their affiliated or joint-venture providers, hospitals, surgery, ambulatory or medical centers, facilities, practice or physician groups, and other entities providing medical services for or on behalf of the entities listed in Condition I under these new contracts;
- b) Any new notices to insurers, insureds, other health care providers or competitors, or government regulators regarding the addition of any newly-affiliated medical provider to the entities listed in Condition I; and
- c) All new studies, analyses, and evaluations of or documents referring to the identity of any patient service areas, and geographic and product markets of each of the providers, independent physician associations, groups, centers, facilities, hospitals, centers, and affiliates owned or operated by the entities listed in Condition I providing medical services under any of the entities listed in Condition I's contracts.

The Chairman(s) of the Board of Directors of both St. Joseph Health System and St. Mary Medical Center Corporation and the Chief Executive Officers of both St. Joseph Health System and St. Mary Medical Center Corporation shall each certify that the report is true, accurate, and complete and provide documentation of the review and approval of the report by both Boards of Directors.

XVII.

At the request of the Attorney General, all of the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XVIII.

Once the Health System Combination Agreement is closed, all of the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

Exhibit 8.13

Service Commitments

The Service Commitments of the Parties, as referenced in Section 8.13 of the Health System Combination Agreement, are set forth in Paragraphs 1.0 through 9.0 below.

1.0 List of California General Acute Care Hospitals. For the purposes of this Exhibit 8.13, each general acute care hospital sponsored by either SJHS or PH&S, and located in the State of California, is set forth in the chart immediately below.

Providence Health & Services and St. Joseph Health
Combined System Hospital Overview
Fiscal Year 2015

Hospitals
St. Mary Medical Center
Redwood Memorial Hospital
St. Joseph Hospital, Eureka
Providence Holy Cross Medical Center
Providence Saint Joseph Medical Center
Providence Tarzana Medical Center
Providence Little Company of Mary Medical Center San Pedro
Providence Little Company of Mary Medical Center Torrance
Saint John's Health Center
Queen of the Valley Medical Center
Hoag Hospital - Newport Beach
Hoag Hospital - Irvine
Mission Hospital - Laguna Beach
Mission Hospital - Mission Viejo
St. Joseph Hospital of Orange
St. Jude Medical Center
Santa Rosa Memorial Hospital
Petaluma Valley Hospital

Source: Providence Health & Services and St. Joseph Health

For the purposes of this Exhibit 8.13, each of the foregoing acute care hospitals – with the exception of Providence Saint John's Health Center, Hoag Hospital-Newport Beach, Hoag Hospital-Irvine, and Petaluma Valley Hospital (which are discussed in Paragraphs 8.0 and 9.0 below, respectively) – is referred to herein as a "Hospital."

2.0 Licensed Acute Care Hospital Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall cause each Hospital to continue to be operated and maintained as a licensed general acute care hospital, as defined in California Health and Safety Code § 1250.

3.0 Specialty Service Commitments. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall operate and maintain certain specified services at each of the Hospitals, as set forth in Sections 3.0(a) and 3.0(b) below.

(a) **Emergency Department Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to maintain and provide twenty-four emergency medical services as currently licensed, with the same number of emergency beds/stations and with the same types of levels of service as provided as of the Closing.¹

(b) **Service Line Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to provide the health care services listed for each corresponding Hospital as specified in the tables below:

SJHS Sponsored Hospitals

St. Jude Medical Center Programs and Services	Mission Hospital Programs and Services
Anesthesia Services Cancer Care Cardiac Center Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Interventional Radiology Laboratory Services Neurosciences Obstetrics Orthopedics/NICU Palliative Care Pathology Services Rehabilitation Services Senior Services Speech Therapy Surgical Services Wellness & Fitness Women's Services Wound Care	Behavioral Health ■ Inpatient Services ■ Outpatient Services Cancer Care Cardiac Services Diabetes Care Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Intensive Care Unit (ICU) Laboratory Services Neurosciences Obstetrics/NICU Orthopedics Pediatric Services Respiratory Care Rehabilitation Services Surgical Services Trauma Care Vascular Services Women's Services

¹ This commitment is subject to reasonable and/or necessary temporary reductions in the number of emergency beds / stations in the event of construction intended to expand emergency department capacity.

**St. Mary Medical Center
Programs and Services**

Cardiac Center
Diabetes Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics/NICU
Rehabilitation Services
Surgical Services
Women's Services
Wound Care

**Queen of the Valley Medical Center
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Wellness Center
Women's Services
Wound Care

**Santa Rosa Memorial Hospital
Programs and Services**

Bariatric Surgery
Behavioral Health
■ Outpatient Services
■ Partial Hospital Program
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Trauma Care
Vascular Services
Women's Services

**Saint Joseph Hospital - Orange
Programs and Services**

Anesthesia Services
Bariatric Surgery
Behavioral Health
■ Inpatient Services
■ Outpatient Services
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Kidney Dialysis Center
Laboratory Services
Neurosciences
Obstetrics
Ophthalmology
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Urology
Women's Services
Wound Care

**Petaluma Valley Hospital
Programs and Services**

Cancer Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Vascular Services
Women's Services

**St. Joseph Hospital - Eureka
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

**Redwood Memorial Hospital
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

PH&S Sponsored Hospitals

Providence Holy Cross Medical Center Programs and Services

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour) Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Palliative Care
Pulmonary Services
Rehabilitation Services
Sub-Acute
Telemetry
Trauma Program
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Little Company of Mary Medical Center San Pedro Programs and Services

Acute Psychiatric Services
Cancer Care
Center for Optimal Aging
(Senior Services)
Chemical Dependency
Community Outreach
Diabetes Care
Emergency Services (24-hour)
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Palliative Care
Pathology Services
Psychiatric Services
Rehabilitation Services
Respiratory Care
Spiritual Care Services
Surgery Specialties
Sub-Acute Care
Women Health Services
■ Obstetrics
Wound Care

**Providence Little Company of Mary Medical Center Torrance
Programs and Services**

Blood Donor Center
Cancer Care
Cardiac & Vascular Services
Community Outreach
Emergency Services (24-hour)
Diabetes Care
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Orthopedics
Palliative Care
Pathology Services
Pediatric Services
Respiratory Care
Spiritual Care Services
Surgical Services
Rehabilitation Services
Urology
Volunteer Services
Women's Health Services
■ Obstetrics
■ NICU
Wound Care

**Providence Saint Joseph Medical Center
Programs and Services**

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pulmonary Services
Rehabilitation Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

- Ambulatory Surgery
- Cancer Care
- Cardiac Catheterization
- Cardiology
- Emergency Services (24-hour)
- Endoscopy
- Imaging/Radiology
- Intensive Care
- Interventional Radiology
- Laboratory Services
- Neurosciences
- Orthopedics
- Obstetrics/NICU
- Palliative Care
- Pediatric Services / Pediatric Intensive Care
- Pulmonary Services
- Surgical Services
- Telemetry
- Vascular Services
- Women's Health Services
- ■ Obstetrics
- ■ NICU

(A) Continue to be certified to participate in the Medicare program and have a Medicare provider number to provide the same types and levels of emergency and non-emergency services as provided as of the Closing.

5.0 City/County Contract Commitment: For a period of five (5) years from the Closing, each Hospital shall maintain each contract it has entered into with any City or County as specified on Attachment A (City/County Contract Commitments) attached hereto, unless any such contract is terminated for cause or expires in accordance with its current terms.

(continued on next page)

6.0 Charity Care Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of charity care (the "Minimum Charity Care Amount") that is no less than the amount set forth in the "2014-2015 Average" column for the corresponding Hospital in the chart below:

**Providence Health & Services and St. Joseph Health
Cost of Charity Care Summary
Fiscal Years 2014 to 2015**

Hospital	Cost of Charity to Hospital		
	2014	2015 ⁽¹⁾	2014 - 2015 Average
St. Mary Medical Center	\$7,912,528	\$4,121,065	\$6,016,797
Redwood Memorial Hospital	\$731,156	\$577,891	\$654,523
St. Joseph Hospital, Eureka	\$1,790,044	\$1,653,541	\$1,721,792
Providence Holy Cross Medical Center	\$5,634,497	\$4,762,251	\$5,198,374
Providence Saint Joseph Medical Center	\$7,319,026	\$3,056,824	\$5,187,925
Providence Tarzana Medical Center	\$2,522,462	\$1,347,479	\$1,934,970
Providence Little Company of Mary Medical Center San Pedro	\$2,523,959	\$1,189,510	\$1,856,734
Providence Little Company of Mary Medical Center Torrance	\$8,767,281	\$3,868,858	\$6,318,069
Saint John's Health Center	Subject to AG Conditional Consent January 14, 2014		
Queen of the Valley Medical Center	\$2,041,891	\$1,728,615	\$1,885,253
Hoag Hospital - Newport Beach and Irvine	Subject to AG Conditional Consent February 8, 2013		
Mission Hospital - Mission Viejo and Laguna Beach ⁽²⁾	\$7,229,156	\$4,803,937	\$6,016,546
St. Joseph Hospital of Orange	\$9,904,721	\$7,573,418	\$8,739,069
St. Jude Medical Center	\$7,737,027	\$5,705,177	\$6,721,102
Petaluma Valley Hospital	\$1,132,221	\$838,880	\$985,550
Santa Rosa Memorial Hospital	\$5,519,696	\$5,230,452	\$5,375,074
Total	\$70,765,664	\$46,457,897	\$58,611,780

Source: OSHPD Financial Disclosure Reports (2014 figures), St. Joseph Health (2015 figures)

Note: Hoag Hospital and Saint John's Health Center charity care numbers are currently the subject of Attorney General conditions from prior transactions.

(1) FY 2014 cost-to-charge ratio applied to 2015 charity charges to calculate cost of charity to hospital. Providence 2015 data is a year-to-date annualized estimate.

(2) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics). Each Hospital shall have charity care and collection policies that comply with Federal and California law.

7.0 Community Benefit Program Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of Community Benefit Services (the "Minimum Community Benefit Services Amount") that is no less than the amount set forth in the "Hospital Commitment" column for the corresponding Hospital in the chart below:

Providence Health and Services and St. Joseph Health System
Community Benefit Expenditures by Ministry⁽¹⁾
Calendar Years 2011 to 2014

Hospital	2011	2012	2013	2014	Hospital Commitment ⁽²⁾
Providence Holy Cross Medical Center	\$1,044,252	\$933,328	\$1,050,720	\$972,003	\$1,000,076
Providence Little Company of Mary San Pedro	\$1,836,161	\$1,706,993	\$1,629,022	\$1,503,131	\$1,668,827
Providence Little Company of Mary Torrance	\$4,232,362	\$2,254,286	\$2,057,692	\$1,896,081	\$2,610,105
Providence Saint John's Health Center	Subject to AG Commitment January 14, 2014				\$3,374,251
Providence Saint Joseph Medical Center	\$1,172,156	\$929,028	\$1,058,582	\$1,155,121	\$1,078,722
Providence Tarzana Medical Center	\$612,236	\$496,883	\$476,211	\$801,568	\$596,725
Hoag Hospital - Newport Beach and Irvine	Subject to AG Commitment February 8, 2013				\$9,500,000
Mission Hospital - Mission Viejo and Laguna Beach ⁽³⁾	\$5,654,285	\$4,775,844	\$4,404,037	\$4,916,303	\$4,937,617
Petaluma Valley Hospital	\$10,000	\$92,749	\$113,748	\$176,846	\$98,336
Queen of the Valley Medical Center	\$3,215,957	\$2,888,321	\$3,298,694	\$3,465,017	\$3,216,997
Redwood Memorial Hospital	\$980,213	\$715,227	\$793,338	\$417,839	\$726,654
Santa Rosa Memorial Hospital	\$1,844,388	\$2,135,826	\$2,668,956	\$2,982,791	\$2,407,990
St. Joseph Hospital (Eureka)	\$2,357,925	\$2,501,973	\$2,073,069	\$2,061,441	\$2,248,602
St. Joseph Hospital (Orange)	\$9,984,136	\$9,825,416	\$6,865,777	\$5,554,176	\$8,057,376
St. Jude Medical Center	\$8,219,100	\$8,392,969	\$7,476,451	\$5,396,610	\$7,371,283
St. Mary Medical Center	\$3,533,168	\$3,051,705	\$2,556,292	\$4,185,791	\$3,331,739
Total Community Benefit Expenditures	\$44,696,339	\$40,700,548	\$36,522,589	\$35,484,719	\$39,351,049

Source: Providence Health and Services, St. Joseph Health System

(1) The community benefit expenditures set forth in this table reflect expenditures on the types of programs that have historically been treated by the Attorney General as community benefit programs under Title 11, Code of Regulations section 999.5(d)(5)(D). The table does not include expenditures for all SB 697 reported categories. Examples of facility expenditures or costs not included in this table are (i) the unreimbursed cost of Medicare, Medi-Cal and low-margin services, (ii) unreimbursed physician fees and/or subsidies for ED, trauma and other coverage services, (iii) services funded by third parties (e.g., grants), (iv) community benefit operation or administration costs, (v) facility use, and (vi) research.

(2) The Hospital Commitment column reflects each hospital's four year average annual commitment based on the annual community benefit expenditures during the calendar years 2011 through 2014. St. John's Medical Center and Hoag Hospital community benefit commitments are addressed in Section 9.0 of this Exhibit 8.13.

(3) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics).

In addition, SJHS and PH&S, individually or jointly or through NewCo, shall provide support to each of the community benefit programs set forth in the charts immediately below (the

(continued on next page)

“On-Going Community Benefit Programs”) for a period of five (5) years after the Closing either at the current location, at alternate locations, or through affiliation with similar organizations.

St. Joseph Health
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Redwood Memorial Hospital	Community Resource Centers
St. Joseph Hospital, Eureka	Paso a Paso Program/Healthy Kids Humboldt
Santa Rosa Memorial Hospital	House Calls
Petaluma Valley Hospital	Mobile Health Clinic Promotores de Salud (Health Promoters) Healthy For Life Circle of Sisters (COS) St. Joseph Dental Clinic and Mobile Dental Clinic The Agents of Change Training in the Neighborhoods (ACTION)
Queen of the Valley Medical Center	Community Based Care Coordination and Case Management “CARE Network” Children’s Mobile Dental Clinic Obesity Prevention: “Healthy for Life” Perinatal Education and Support
St. Mary Medical Center	Community Clinic programs Health Career Programs San Bernardino County Public Health Initiatives
St. Jude Medical Center	St. Jude Neighborhood Health Center North Orange County Move More Eat Healthy Initiative Community Care Navigation Senior transportation and services to low income elderly
St. Joseph Hospital Orange	La Amistad de San Jose Family Health Center Puente a la Salud Mobile Community Clinics Imaging and laboratory Services Pharmacy Meds Program
Mission Hospital - Laguna Beach	Family Resource Centers
Mission Hospital - Mission Viejo	Community Mental Health Initiatives/Depression Initiatives Behavioral Health Camino Health Center (FQHC) Increasing Access to Health Care

Source: St. Joseph Health

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

Providence Health & Services
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Little Company of Mary - San Pedro	Creating Opportunities for Physical Activity (COPA)
Little Company of Mary - Torrance	CHIP-Access to Low Cost/Free Primary Care Vasek Polak Medical Home for the Most Vulnerable Get Out and Live (GOAL) Partners for Healthy Kids ("PFHK") Welcome Baby ⁽¹⁾
Saint John's Medical Center	Venice Family Clinic Ocean Park Community Center Westside Family Health Center Cleft Palate Clinic
Providence Holy Cross Medical Center	Access to Care Program
Providence Saint Joseph Medical Center	Faith Community Health Partnership/Latino Health Promoter
Providence Tarzana Medical Center	Senior Outreach Tattoo Removal School Nurse Services

Source: Providence Health & Services

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

8.0 Petaluma Valley Hospital. SJHS operates Petaluma Valley Hospital pursuant to a management contract that expires in January 2017. The commitments set forth in Sections 2.0 through 7.0 above shall apply to Petaluma Valley Hospital during the remaining term of the current management contract.

9.0 Providence Saint John's Health Center and Hoag Commitments. SJHS and PH&S, individually or jointly or through NewCo, shall insure full compliance with any and all Conditions of Consent previously issued by the California Attorney General, and the terms of any agreements with the California Attorney General, with respect to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian transactions, including (without limitation) (i) the Conditions of Consent set forth in the California Attorney General's January 14, 2014 and February 8, 2013 letters concerning those facilities and (ii) the March 8, 2014 Agreement between the California Attorney General and Hoag Memorial Hospital Presbyterian. Notwithstanding the foregoing, SJHS and PH&S each reserve the right (and the rights of NewCo), in accordance with Title 11, California Code of Regulations, Section 999.5(h), to seek the amendment of any such Conditions of Consent, or the terms of any other agreements with the California Attorney General, applicable to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian facilities.

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
RMH	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	4/1/06
RMH	North Coast Emergency Medical Services	EDAP Level I Designation	7/1/10
RMH	City of Blue Lake	MOU re: Blue Lake Family Resource Center	1/1/15
RMH	County of Humboldt-DHHS	Grant Agreement for Blue Lake CRC - CalWORKS and CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Rio Dell CRC - CalWORKs & CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Willow Creek CRC - CalWORKs & CalFresh	7/15/15
SJE	County of Humboldt Mental Health	Behavioral Health	1/1/15
SJE	County of Humboldt	Agreement Concerning Use of Short Wave Radio Equipment	1/3/95
SJE	Humboldt County	MOU for Death Review Panel	2/1/01
SJE	Humboldt County Children's Health Initiative	Charter	1/1/06
SJE	Humboldt County	MOU for Healthy Kids Humboldt Support	2/14/12
SJE	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	7/21/12
SJE	County of Humboldt-DHHS	CalFresh Grant Agreement	11/1/14
SJE	County of Humboldt-DHHS-Mental Health Branch	Service Agreement for Hospital Services	1/1/15
SJE	County of Humboldt-DHHS	MOU for 340B Program	1/1/15
SJE and RMH	Humboldt County Office of Education	Work Exploration Agreement for High School Students	2/3/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
QVMC	County of Napa	Business Associate Agreement #6165	7/1/03
QVMC	Napa County Child Welfare Services	MOU for Suspected Child Abuse	1/1/11
QVMC	County of Napa	Synergy Agreement #7167	1/6/09
QVMC	County of Napa w/Comm Hlth Clinic Ole, Kaiser,	MOU- Medical Emergency Coop Agmt for Healthcare Organizations	12/18/07
QVMC	Napa County Health & Human Services, Public	MOU for Napa Fussy Baby Collaborative	3/4/13
QVMC	County of Napa	PSA for Services re: Calif AIDS Master Grant Agmt for HIV Care #3236	7/1/13
QVMC	County of Napa	Designation as a Level III Trauma Center #7657	7/1/13
QVMC	County of Napa	Hospital Preparedness Program (HPP) Coalition Participation Agreement	8/14/13
QVMC	County of Napa	Grant Agreement #8157 Tobacco Settlement	7/1/14
QVMC	First 5 Napa County Children and Family Comm.	Grant Agreement #510-15 for Dental Van	7/1/14
QVMC	County of Napa	PSA for Medi-Cal Administrative Activities #8146	7/1/14
QVMC	Napa County Alcohol and Drug Services Division	MOU for Drug and Alcohol Counseling	3/5/15
SRMH	County of Sonoma	Provision of Services/Medication Management Grant	7/1/15
Hoag	Children's And Families Commission of OC	Agreement for early Childhood Development Svcs	2/5/14
Hoag	County of Orange	Agreement for the provision of certain HIV Services	3/1/15
Hoag	County of Orange	Indigent and Trauma Care	7/1/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
MH	County of Orange	Indigent and Trauma Care	7/1/14
MH	County of Orange	Medi-Cal Admin Svcs	7/1/15
MH	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Caregiver Resource Center	7/1/14
SJMC	County of Orange	Indigent and Trauma Care	7/1/14
SJMC	County of Orange	Designated ER Services	7/1/13
SJMC	Childrens and Families Commission	Early Childhood Development	2/5/14
SJMC	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Paternity Opportunity Program	9/9/14
SJO	County of Orange	Indigent and Trauma Care	7/1/14
SJO	County of Orange	Designated ER Services	7/1/13
SJO	County of Orange	MSN - Medical Safety Net	7/1/15
PVH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency Organizations to coordinate services in disaster situations	10/1/06
PVH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
PVH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
SRM and PVH	County of Sonoma	Mental Health Services Agreement No. 2015-0023-A00	4/15/15
SRMH	Sonoma County Indian Health Project (SCIHP)	Medi-Cal	8/1/14
SRMH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency to coordinate services in disaster situations	5/15/06
SRMH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
SRMH	County of Sonoma	Level II Trauma Center Designation	5/1/10
SRMH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
SRMH	County of Sonoma	EMS Base Hospital Agreement	7/1/15
SRMH	County of Sonoma	STEMI Receiving Center Agreement	7/1/15

Key:

RMH = Redwood Memorial Hospital
 SJE = St. Joseph Hospital, Eureka
 QVMC = Queen of the Valley Medical Center
 SRMH = Santa Rosa Memorial Hospital
 Hoag = Hoag Hospital – Newport Beach / Irvine
 MH = Mission Hospital – Mission Viejo / Laguna Beach
 SJMC = St. Jude Medical Center
 SJO = St. Joseph Hospital of Orange
 PVH = Petaluma Valley Hospital

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
San Pedro			
PHS-So. Cal dba Providence Little Co. of Mary Med. Ctr San Pedro	County of Los Angeles	Psychiatric Inpatient Hospital Services to Medi-Cal Beneficiaries eligible for such services under the Medi-Cal Fee-For-Service program	7/1/15
Providence Little Co. of Mary Ctr (San Pedro)	Los Angeles County Dept of Health Services Emergency Medical Services Agency	SART Center Confirmation Agreement	4/20/15
Torrance			
Little Company of Mary Hospital (Torrance)	County of Los Angeles	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	6/30/08
Little Company of Mary Medical Center (Torrance)	County of Los Angeles	Memorandum of Understanding re Child Support Services	9/24/14-10/31/18
Providence Little Company of Mary-Torrance	County of Los Angeles	Agreement for Participation in Hospital Preparedness Program	1/1/13-6/30/18
Providence Little Company of Mary Medical Center San Pedro	Los Angeles County Children and Families First Proposition 10 Commission (AKA First 5 LA)	Grant Agreement	1/1/15-6/30/16
Providence Little Company of Mary Torrance	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
St. John's			
Sisters of Charity of Leavenworth Health System, Inc. re Saint John's Hospital and Health Center	City of Santa Monica	Development Agreement and Amendment Re Construction for Improvements	10/4/11
Providence Saint John's Health Center	County of Los Angeles	Department of Mental Health (mental health services)	7/1/15
Providence Saint John's Child and Family Development Center	City of Santa Monica Mental Health Services	Will Rogers Learning Development Center/ Child Youth Development Project	7/1/15-6/30/16
Providence Saint John's Health Center	City of Santa Monica	Human Services Grants Program Short Term Grant Agreement	7/1/15-9/30/15

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Providence Saint John's Health Center	County of Los Angeles	Los Angeles County Children and Families First Proposition 10 Commission (A KA First LA) Grant Agreement re Partnerships for Family Initiative	1/1/15-6/30/16
Holy Cross			
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re Stroke Center	6/10/10-5/9/12
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re ST-Elevation Myocardial Infarction Receiving Center	9/1/13-8/31/16
Providence Holy Cross Medical Center	Los Angeles County	Paramedic Base Hospital Services Agreement	1/1/13-6/30/17
Providence Health System So. CA. dba Providence Holy Cross Medical Center	Los Angeles County	Trauma Center Service Agreement, as amended	7/1/08-12/31/15
St. Joseph's			
Providence Saint Joseph Medical Center	County of Los Angeles	Hospital Preparedness Program Agreement, as amended.	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement	10/19/09-3/22/10
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	EDAP Confirmation Agreement	12/5/11-12/4/14
Providence Health System-Southern California DBA Providence Saint Joseph Medical Center	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	SRC Confirmation Agreement	6/1/13-3/31/16

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Tarzana			
Encino Tarzana Regional Medical Center-Tarzana	County of Los Angeles – Department of Health Services Emergency Medical Services Agency	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	7/1/06-6/30/07
Providence Health and Services DBA Providence Tarzan Medical Center	County of Los Angeles	Expanded Agreement re Hospital Bioterrorism Preparedness	1/1/01-12/31/-12
Providence Tarzana Medical Center	County of Los Angeles, Child Support Services Department	Intra-County Plan of Cooperation re guidelines for an effective social security program	10/1/09
Providence Tarzana Medical center	Los Angeles County Department of Health Services Emergency Medical Services Agency	Stroke Center Confirmation Agreement re Caring for Stroke Population of LA County	4/1/10-5/31/12
Providence Tarzana Medical Center	Los Angeles County Emergency Department	Approved for Pediatrics (EDAP) Confirmation Agreement	12/5/11-12/5/14
Providence Tarzana Medical Center	Los Angeles County Department of Health Services- Emergency Medical Services Agency	SRC Confirmation Agreement re Approved ST-Elevation Myocardial Infarction Receiving Center (SRC)	4/1/10/3/31/12
Providence Tarzana Medical Center	County of Los Angeles Department of Public Health, Acute Communicable Disease Control Program	Confidential Data Use Agreement	7/22/09

ANALYSIS OF ST. MARY MEDICAL CENTER'S SERVICE AREA

Service Area Definition

Based upon St. Mary Medical Center's 2014 inpatient discharges, St. Mary Medical Center's service area is comprised of 17 ZIP Codes from which 95% of its inpatient discharges originated. Approximately 45% of St. Mary Medical Center's discharges originated from the top three ZIP Codes that are located in Apple Valley and Hesperia. In 2014, St. Mary Medical Center's market share in the service area was approximately 31% based on total area discharges.

SERVICE AREA PATIENT ORIGIN MARKET SHARE BY ZIP CODE: 2014						
ZIP		Total	% of	Cumulative	Total Area	Market
Codes	Community	Discharges	Discharges	Discharges	Discharges	Share
92307	Apple Valley	2,629	16.4%	16.4%	5,246	50.1%
92308	Apple Valley	2,294	14.3%	30.7%	5,047	45.5%
92345	Hesperia	2,278	14.2%	44.9%	9,919	23.0%
92392	Victorville	1,846	11.5%	56.4%	6,910	26.7%
92395	Victorville	1,611	10.0%	66.4%	5,636	28.6%
92301	Adelanto	1,315	8.2%	74.6%	3,900	33.7%
92394	Victorville	1,061	6.6%	81.2%	3,281	32.3%
92311	Barstow	532	3.3%	84.5%	3,829	13.9%
92356	Lucerne Valle	383	2.4%	86.9%	827	46.3%
92344	Hesperia	338	2.1%	89.0%	1,626	20.8%
92342	Helendale	297	1.9%	90.9%	754	39.4%
92371	Phelan	245	1.5%	92.4%	1,154	21.2%
92329	Phelan	120	0.7%	93.1%	635	18.9%
92372	Pinon Hills	96	0.6%	93.7%	510	18.8%
92368	Oro Grande	62	0.4%	94.1%	140	44.3%
92340	Hesperia	47	0.3%	94.4%	160	29.4%
92393	Victorville	44	0.3%	94.7%	223	19.7%
Subtotal		15,198	94.7%	94.7%	49,797	30.5%
Other ZIPs		853	5.3%	100%		
Total		16,051	100%			

Note: Excludes normal newborns

Source: OSHPD Patient Discharge Database

Exhibit 2

Conditions to Change in Control and Governance of St. Joseph Hospital¹ and Approval Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services and the Supplemental Agreement by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian

I.

These Conditions shall be legally binding on the following entities: Providence St. Joseph Health, a Washington nonprofit corporation, Providence Health & Services, a Washington nonprofit corporation, St. Joseph Health System, a California nonprofit public benefit corporation, St. Joseph Health Ministry, a California nonprofit public benefit corporation, Covenant Health Network, Inc., a California nonprofit public benefit corporation, Santa Rosa Memorial Hospital, a California nonprofit public benefit corporation, Redwood Memorial Hospital of Fortuna, California nonprofit public benefit corporation, St. Joseph Hospital of Eureka, a California nonprofit public benefit corporation, Queen of the Valley Medical Center, a California nonprofit public benefit corporation, Hoag Memorial Hospital Presbyterian, a California nonprofit public benefit corporation, Mission Hospital Regional Medical Center, a California nonprofit public benefit corporation, St. Joseph Hospital of Orange (St. Joseph Hospital of Orange Corporation), a California nonprofit public benefit corporation, St. Jude Hospital, a California nonprofit public benefit corporation, St. Mary Medical Center, a California nonprofit public benefit corporation, SRM Alliance Hospital Services, a California nonprofit public benefit corporation, Providence Health System – Southern California, a California nonprofit religious corporation, Providence Saint John's Health Center, a California nonprofit religious corporation, any other subsidiary, parent, general partner, limited partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of any of the above-listed entities, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of St. Joseph Hospital or the real property on which St. Joseph Hospital is located, any and all current and future owners, lessees, licensees, or operators of St. Joseph Hospital, and any and all current and future lessees and owners of the real property on which St. Joseph Hospital is located.

II.

The transaction approved by the Attorney General consists of the Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services, dated November 23, 2015, and the Supplemental Agreement made and entered into by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian, dated September 30, 2015, and any and all amendments, agreements, or documents referenced in or attached to as an exhibit or schedule to the Health System Combination Agreement and the Supplemental Agreement.

¹ Throughout this document, the term "St. Joseph Hospital" shall mean the general acute care hospital located at 1100 W. Stewart Dr., Orange, CA 92868-3849, and any other clinics, laboratories, units, services, or beds included on the license issued to St. Joseph Hospital by the California Department of Public Health, effective January 1, 2016, unless otherwise indicated.

All of the entities listed in Condition I shall fulfill the terms of these agreements or documents and shall notify the Attorney General in writing of any proposed modification or rescission of any of the terms of these agreements or documents. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5923.

III.

For eleven fiscal years from the closing date of the Health System Combination Agreement, Providence St. Joseph Health, St. Joseph Health System, St. Joseph Hospital of Orange Corporation, and all future owners, managers, lessees, licensees, or operators of St. Joseph Hospital shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

- (a) Sell, transfer, lease, exchange, option, convey, manage, or otherwise dispose of St. Joseph Hospital; or
- (b) Transfer control, responsibility, management, or governance of St. Joseph Hospital. The substitution or addition of a new corporate member or members of Providence St. Joseph Health, St. Joseph Health System, or St. Joseph Hospital of Orange Corporation that transfers the control of, responsibility for, or governance of St. Joseph Hospital shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or St. Joseph Hospital of Orange Corporation, or any arrangement, written or oral, that would transfer voting control of the members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or St. Joseph Hospital of Orange Corporation shall also be deemed a transfer for purposes of this Condition.

IV.

For ten years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Orange Corporation shall operate and maintain St. Joseph Hospital as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250).

V.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Orange Corporation shall maintain and provide the following 24-hour emergency medical services at current² licensure and designation with the current types and/or levels of services at St. Joseph Hospital:

- a) 53 emergency treatment stations at a minimum; and

² The term "current" or "currently" throughout this document means as of January 1, 2016.

- b) Designation and maintaining certification as an “LPS” (Lanterman-Petris-Short) 24-Hour Facility (5150 Receiving Facility), as defined by the Welfare and Institutions Code, section 5150, for behavioral health and acute psychiatric patients under involuntary evaluation, and operating such a receiving facility that complies with all requirements under Welfare and Institutions Code, section 5150 and other California laws and regulations.

VI.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Orange Corporation shall maintain and provide the following healthcare services at current licensure and designation with the current types and/or levels of services at St. Joseph Hospital:

- a) Cardiac services, including a minimum of 4 cardiac catheterization labs and designation as a STEMI Receiving Center;
- b) Critical care services, including a minimum of 34 intensive care and coronary care beds;
- c) Inpatient and outpatient behavioral health services, including a minimum of 37 psychiatric acute care beds (12 Level 1 beds and 24 Level 2 beds);
- d) Nephrology services, including a minimum of 6 renal transplant beds and kidney transplant program services;
- e) Neuroscience services, including certification as a Primary Stroke Center;
- f) Obstetrics services, including a minimum of 70 obstetrics beds;
- g) Pediatric services; and
- h) Women’s health services, including those services provided at The Center for Breast Imaging and Diagnosis.

St. Joseph Health System and St. Joseph Hospital of Orange Corporation shall not place all or any portion of the above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.

VII.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Orange Corporation shall maintain its Affiliation Agreement with St. Jude Neighborhood Health Centers, a California nonprofit public benefit corporation, dated May 4, 2015, and any amendments, schedules, agreements, grants, and exhibits thereto.

VIII.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Orange Corporation shall maintain their current contract and any amendments and exhibits thereto with the Children’s Hospital of Orange County for neonatal intensive care services.

IX.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Orange Corporation shall maintain and provide the following healthcare services at St. Joseph Hospital at current licensure and designation with the current types and/or levels of services as committed to in Exhibit 8.13 of the Health System Combination Agreement attached hereto as Exhibit 1:

- a) Anesthesia services;
- b) Bariatric surgery services;
- c) Cancer care services;
- d) Gastroenterology services;
- e) Imaging/radiology services;
- f) Interventional radiology services;
- g) Kidney dialysis center services;
- h) Laboratory services;
- i) Obstetrics services;
- j) Ophthalmology services;
- k) Orthopedics services;
- l) Palliative care services;
- m) Rehabilitation services;
- n) Surgical services;
- o) Urology services; and
- p) Wound care services.

Within the first year after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall begin implementation of the Providence Health & Services' Clinical Institutes' program across the system in order to deliver better patient outcomes across the most common conditions causing hospitalization. Such implementation shall include the areas of cancer care and musculoskeletal disease. Within two years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health implementation of the Providence Health & Services' Clinical Institutes' program shall also include the areas of neurosciences, cardiovascular, and digestive health.

X.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Orange Corporation shall:

- a) Be certified to participate in the Medi-Cal program at St. Joseph Hospital;
- b) Maintain and have Medi-Cal Managed Care contracts with CalOptima or its successor, to provide the same types and levels of emergency and non-emergency services at St. Joseph Hospital to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated

hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause; and

c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at St. Joseph Hospital to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care) as required in these Conditions.

XI.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Orange Corporation shall provide an annual amount of Charity Care (as defined below) at St. Joseph Hospital equal to or greater than \$9,243,620 (the Minimum Charity Care Amount). For purposes hereof, the term "charity care" shall mean the amount of charity care costs (not charges) incurred by St. Joseph Health System and St. Joseph Hospital of Orange Corporation in connection with the operation and provision of services at St. Joseph Hospital. The definition and methodology for calculating "charity care" and the methodology for calculating "costs" shall be the same as that used by Office of Statewide Health Planning Development (OSHPD) for annual hospital reporting purposes.³ St. Joseph Health System and St. Joseph Hospital of Orange Corporation shall use and maintain a charity care policy that is no less favorable than its current charity care policy at St. Joseph Hospital and in compliance with California and Federal law.

St. Joseph Health System's and St. Joseph Hospital of Orange Corporation's obligation under this Condition shall be prorated on a daily basis if the closing date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System's and St. Joseph Hospital of Orange Corporation's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100" (as published by the U.S. Bureau of Labor Statistics).

After the closing date of the Health System Combination Agreement, if the actual amount of charity care provided at St. Joseph Hospital for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, St. Joseph Health System and St. Joseph Hospital of Orange Corporation shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide direct health care services to residents in St. Joseph Hospital's service area (51 ZIP codes), as defined

³ OSHPD defines charity care by contrasting charity care and bad debt. According to OSHPD, "the determination of what is classified as . . . charity care can be made by establishing whether or not the patient has the ability to pay. The patient's accounts receivable must be written off as bad debt if the patient has the ability but is unwilling to pay off the account."

on page 89 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

The 2010 Federal Patient Protection and Affordable Care Act may cause a reduction in future needs of charity care. Any actual reduction will be considered “unforeseen” for purposes of Title 11, California Code of Regulations, section 999.5, subdivision (h).

XII.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Orange Corporation shall provide an annual amount of Community Benefit Services at St. Joseph Hospital equal to or greater than \$7,223,852 (the “Minimum Community Benefit Services Amount”) exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered:

- a) Home Health Program/SNF Charity Care for Unfunded Patients;
- b) La Amistad Dental Clinic;
- c) La Amistad de Jose Family Health Center;
- d) Mother Baby Assessment Center;
- e) Puente a la Salud Mobile Clinics;
- f) Health Screening – Lab Tests for Amistad (Imaging and laboratory services); and
- g) Pharmacy Meds for Post Renal Transplant Underserved Patients.

St. Joseph Health System’s and St. Joseph Hospital of Orange Corporation’s obligation under this Condition shall be prorated on a daily basis if the effective date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System’s and St. Joseph Hospital of Orange Corporation’s fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100” (as published by the U.S. Bureau of Labor Statistics).

If the actual amount of community benefit services provided at St. Joseph Hospital for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, St. Joseph Health System and St. Joseph Hospital Corporation shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide community benefit services for residents in St. Joseph Hospital's service area (51 ZIP codes), as defined on page 89 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

XIII.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Orange Corporation shall maintain their contracts, including any superseding, successor, or replacement contracts, and any amendments and exhibits thereto with the County of Orange and/or its subdivisions, departments, or agencies including the following⁴:

- a) Agreement for Provision of Medi-Cal Administrative Activities Between County of Orange and St. Joseph of Orange July 1, 2015 through June 30, 2018, dated July 1, 2015;
- b) Agreement FCI-BN2-08 By and Between Children and Families Commission of Orange County and St. Joseph Hospital of Orange, dba St. Joseph Hospital, a California non-profit corporation For the Provision of Services, dated February 5, 2014;
- c) Contract with the Children & Families Commission, including Early childhood Development, dated February 5, 2014;
- d) Agreement for Provision of Hospital Services Between County of Orange and St. Joseph of Orange July 1, 2015 through December 31, 2018 dated July 1, 2015; and
- e) Agreement for Provision of Designated Emergency Services Between County of Orange and St. Joseph Hospital July 1, 2013 through June 30, 2018, dated July 1, 2013; and
- f) Agreement for the Provision of Indigent and Trauma Care Between County of Orange and St. Joseph Hospital of Orange July 1, 2014 through June 30, 2016, dated July 1, 2014.

XIV.

Providence St. Joseph Health, St. Joseph Health System, and St. Joseph Hospital of Orange Corporation shall commit the necessary investments required to meet and maintain OSHPD seismic compliance requirements at St. Joseph Hospital through 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Saf. Code, § 129675-130070).

XV.

Providence Health & Services, St. Joseph Health System, and St. Joseph Hospital of Orange Corporation shall complete any capital projects as committed to in the Health System Combination Agreement and Supplemental Agreement.

Within the first three years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall implement a mental health initiative, with an initial expenditure of \$30 million, in the California communities served by their local ministries (\$10 million per year for each of the first 3 years after the closing date). These funds will be expended solely in California and will be used to

⁴ The dates referenced in this Condition are either the date the agreement was entered into, the date the agreement was executed, in the title of the agreement, or the original or current effective date of the agreement.

identify and address the treatment and causes of mental illness including, but not limited to, mental health counseling, disorders affecting children, depressive disorders, psychotic disorders, treatment for addictive behavior, homelessness and other root causes and effects of mental illness.

XVI.

St. Joseph Health System and St. Joseph Hospital of Orange Corporation shall maintain privileges for current medical staff at St. Joseph Hospital who are in good standing as of the closing date of the Health System Combination Agreement. Further, the closing of the Health System Combination Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure at St. Joseph Hospital.

For eleven fiscal years after the closing date of the Health System Combination Agreement, all of the entities listed in Condition I shall continue to maintain multi-disciplinary local ministry ethics teams at each hospital and the teams shall consist of physicians, nurses, social workers, chaplains, and ethicists. The application of the Ethical and Religious Directives shall continue to be conducted on a case-by-case basis taking into account the clinical and ethical factors presented in each case by the multi-disciplinary local ministry ethics teams.

XVII.

There shall be no discrimination against any lesbian, gay, bisexual, or transgender individuals at St. Joseph Hospital. This prohibition must be explicitly set forth in St. Joseph Hospital of Orange Corporation's written policies, adhered to, and strictly enforced.

XVIII.

For eleven fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Joseph Hospital of Orange Corporation shall submit to the Attorney General, no later than four months after the conclusion of each fiscal year, a report describing in detail compliance with each Condition set forth herein.

Such report shall also describe in detail the specific steps taken by all of the entities listed in Condition I and provide any supporting and objective evidence and documentation that set forth how the below enumerated transaction benefits are being accomplished with respect to all of the entities listed in Condition I:

- a) Optimize clinical services and health benefits;
- b) Expand community benefit programs;
- c) Achieve greater affordability and access for health care services;
- d) Share clinical and administrative best practices across regions and communities;
- e) Promote outstanding clinical care and greatly improve the patient experience;

- f) Develop the necessary infrastructure for a population health management effort that truly advances healthier communities;
- g) Advance innovations in health care that will benefit future generations;
- h) Create broader opportunities for advocacy in connection with social justice, with particular emphasis on the poor and vulnerable;
- i) Make possible closer integration and/or adoption of specific programs to address the needs of the poor and vulnerable;
- j) Enhance the delivery of health care through a nonprofit, charitable model;
- k) Improve patient access, patient safety, the quality, continuity and coordination of care and improved patient satisfaction with the care and service provided, utilizing a holistic approach focused on the body, mind and spirit;
- l) Develop a stronger infrastructure, including clinical and administrative expertise, for serving specific populations, such as Medi-Cal and the uninsured, in order to promote the health of recipients and use resources more effectively;
- m) Provide a greater ability to combine and coordinate the response to community needs across increased scale and a broader geography;
- n) Spread and adopt the triple aim in the areas of clinical expertise, growth, diversification, innovation and shared services;
- o) Obtain specific financial benefits through access to capital through the creation of a single obligated group that will allow both health systems to become jointly and severally liable for all combined organization tax-exempt debt, allocate risk and optimize borrowing strategy for all of the entities listed in Condition I;
- p) Strengthen and enhance the work environment for all of the entities listed in Condition I;
- q) Support the ability of all of the entities listed in Condition I to attract and retain the talent and expertise required to best serve community needs, including but not limited to, clinical talent to those particular communities where it has previously been challenging to do so;
- r) Maintain and enhance medical group management infrastructure to benefit clinical practice, including sharing of clinical and administrative best practices;
- s) Pursue innovations in virtual healthcare and wellness;
- t) Provide cost-effective care to the communities served by all of the entities listed in Condition I with a special attention to the poor and vulnerable;
- u) Patient benefits from the anticipated stronger infrastructure;

- v) Patient benefits from the creation of new programs to fully advance the hospital systems' charitable missions;
- w) Community benefits from the anticipated unprecedented service and community benefit guarantees; and
- x) Community, particularly the poor and vulnerable, benefits from the strengthened healthcare systems.

Such report shall also include a copy of the following documents with respect to all of the entities listed in Condition I:

- a) Copies, if any, of new contractual arrangements with any of their affiliated or joint-venture providers, hospitals, surgery, ambulatory or medical centers, facilities, practice or physician groups, and other entities providing medical services for or on behalf of the entities listed in Condition I under these new contracts;
- b) Any new notices to insurers, insureds, other health care providers or competitors, or government regulators regarding the addition of any newly-affiliated medical provider to the entities listed in Condition I; and
- c) All new studies, analyses, and evaluations of or documents referring to the identity of any patient service areas, and geographic and product markets of each of the providers, independent physician associations, groups, centers, facilities, hospitals, centers, and affiliates owned or operated by the entities listed in Condition I providing medical services under any of the entities listed in Condition I's contracts.

The Chairman(s) of the Board of Directors of both St. Joseph Health System and St. Joseph Hospital of Orange Corporation and the Chief Executive Officers of both St. Joseph Health System and St. Joseph Hospital of Orange Corporation shall each certify that the report is true, accurate, and complete and provide documentation of the review and approval of the report by both Boards of Directors.

XIX.

At the request of the Attorney General, all of the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XX.

Once the Health System Combination Agreement is closed, all of the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

Exhibit 8.13

Service Commitments

The Service Commitments of the Parties, as referenced in Section 8.13 of the Health System Combination Agreement, are set forth in Paragraphs 1.0 through 9.0 below.

1.0 List of California General Acute Care Hospitals. For the purposes of this Exhibit 8.13, each general acute care hospital sponsored by either SJHS or PH&S, and located in the State of California, is set forth in the chart immediately below.

Providence Health & Services and St. Joseph Health
Combined System Hospital Overview
Fiscal Year 2015

Hospitals
St. Mary Medical Center
Redwood Memorial Hospital
St. Joseph Hospital, Eureka
Providence Holy Cross Medical Center
Providence Saint Joseph Medical Center
Providence Tarzana Medical Center
Providence Little Company of Mary Medical Center San Pedro
Providence Little Company of Mary Medical Center Torrance
Saint John's Health Center
Queen of the Valley Medical Center
Hoag Hospital - Newport Beach
Hoag Hospital - Irvine
Mission Hospital - Laguna Beach
Mission Hospital - Mission Viejo
St. Joseph Hospital of Orange
St. Jude Medical Center
Santa Rosa Memorial Hospital
Petaluma Valley Hospital

Source: Providence Health & Services and St. Joseph Health

For the purposes of this Exhibit 8.13, each of the foregoing acute care hospitals – with the exception of Providence Saint John's Health Center, Hoag Hospital-Newport Beach, Hoag Hospital-Irvine, and Petaluma Valley Hospital (which are discussed in Paragraphs 8.0 and 9.0 below, respectively) – is referred to herein as a "Hospital."

2.0 Licensed Acute Care Hospital Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall cause each Hospital to continue to be operated and maintained as a licensed general acute care hospital, as defined in California Health and Safety Code § 1250.

3.0 Specialty Service Commitments. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall operate and maintain certain specified services at each of the Hospitals, as set forth in Sections 3.0(a) and 3.0(b) below.

(a) **Emergency Department Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to maintain and provide twenty-four emergency medical services as currently licensed, with the same number of emergency beds/stations and with the same types of levels of service as provided as of the Closing.¹

(b) **Service Line Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to provide the health care services listed for each corresponding Hospital as specified in the tables below:

SJHS Sponsored Hospitals

St. Jude Medical Center Programs and Services	Mission Hospital Programs and Services
Anesthesia Services Cancer Care Cardiac Center Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Interventional Radiology Laboratory Services Neurosciences Obstetrics Orthopedics/NICU Palliative Care Pathology Services Rehabilitation Services Senior Services Speech Therapy Surgical Services Wellness & Fitness Women's Services Wound Care	Behavioral Health ■ Inpatient Services ■ Outpatient Services Cancer Care Cardiac Services Diabetes Care Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Intensive Care Unit (ICU) Laboratory Services Neurosciences Obstetrics/NICU Orthopedics Pediatric Services Respiratory Care Rehabilitation Services Surgical Services Trauma Care Vascular Services Women's Services

¹ This commitment is subject to reasonable and/or necessary temporary reductions in the number of emergency beds / stations in the event of construction intended to expand emergency department capacity.

**St. Mary Medical Center
Programs and Services**

Cardiac Center
Diabetes Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics/NICU
Rehabilitation Services
Surgical Services
Women's Services
Wound Care

**Queen of the Valley Medical Center
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Wellness Center
Women's Services
Wound Care

**Santa Rosa Memorial Hospital
Programs and Services**

Bariatric Surgery
Behavioral Health
■ Outpatient Services
■ Partial Hospital Program
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Trauma Care
Vascular Services
Women's Services

Saint Joseph Hospital - Orange
Programs and Services

Anesthesia Services
Bariatric Surgery
Behavioral Health
■ Inpatient Services
■ Outpatient Services
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Kidney Dialysis Center
Laboratory Services
Neurosciences
Obstetrics
Ophthalmology
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Urology
Women's Services
Wound Care

Petaluma Valley Hospital
Programs and Services

Cancer Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Vascular Services
Women's Services

St. Joseph Hospital - Eureka
Programs and Services

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

Redwood Memorial Hospital
Programs and Services

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

PH&S Sponsored Hospitals

Providence Holy Cross Medical Center Programs and Services

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour) Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Palliative Care
Pulmonary Services
Rehabilitation Services
Sub-Acute
Telemetry
Trauma Program
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Little Company of Mary Medical Center San Pedro Programs and Services

Acute Psychiatric Services
Cancer Care
Center for Optimal Aging
(Senior Services)
Chemical Dependency
Community Outreach
Diabetes Care
Emergency Services (24-hour)
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Palliative Care
Pathology Services
Psychiatric Services
Rehabilitation Services
Respiratory Care
Spiritual Care Services
Surgery Specialties
Sub-Acute Care
Women Health Services
■ Obstetrics
Wound Care

**Providence Little Company of Mary Medical Center Torrance
Programs and Services**

Blood Donor Center
Cancer Care
Cardiac & Vascular Services
Community Outreach
Emergency Services (24-hour)
Diabetes Care
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Orthopedics
Palliative Care
Pathology Services
Pediatric Services
Respiratory Care
Spiritual Care Services
Surgical Services
Rehabilitation Services
Urology
Volunteer Services
Women's Health Services
■ Obstetrics
■ NICU
Wound Care

**Providence Saint Joseph Medical Center
Programs and Services**

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pulmonary Services
Rehabilitation Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

St. Joseph's Hospital
Programs and Services

- Ambulatory Surgery
- Cancer Care
- Cardiac Catheterization
- Cardiology
- Emergency Services (24-hour)
- Endoscopy
- Imaging/Radiology
- Intensive Care
- Interventional Radiology
- Laboratory Services
- Neurosciences
- Orthopedics
- Obstetrics/NICU
- Palliative Care
- Pediatric Services / Pediatric Intensive Care
- Pulmonary Services
- Surgical Services
- Telemetry
- Vascular Services
- Women's Health Services

- Obstetrics
- NICU

(A) Continue to be certified to participate in the Medicare program and have a Medicare provider number to provide the same types and levels of emergency and non-emergency services as provided as of the Closing.

5.0 City/County Contract Commitment: For a period of five (5) years from the Closing, each Hospital shall maintain each contract it has entered into with any City or County as specified on Attachment A (City/County Contract Commitments) attached hereto, unless any such contract is terminated for cause or expires in accordance with its current terms.

(continued on next page)

6.0 Charity Care Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of charity care (the "Minimum Charity Care Amount") that is no less than the amount set forth in the "2014-2015 Average" column for the corresponding Hospital in the chart below:

**Providence Health & Services and St. Joseph Health
Cost of Charity Care Summary
Fiscal Years 2014 to 2015**

Hospital	Cost of Charity to Hospital		
	2014	2015 ⁽¹⁾	2014 - 2015 Average
St. Mary Medical Center	\$7,912,528	\$4,121,065	\$6,016,797
Redwood Memorial Hospital	\$731,156	\$577,891	\$654,523
St. Joseph Hospital, Eureka	\$1,790,044	\$1,653,541	\$1,721,792
Providence Holy Cross Medical Center	\$5,634,497	\$4,762,251	\$5,198,374
Providence Saint Joseph Medical Center	\$7,319,026	\$3,056,824	\$5,187,925
Providence Tarzana Medical Center	\$2,522,462	\$1,347,479	\$1,934,970
Providence Little Company of Mary Medical Center San Pedro	\$2,523,959	\$1,189,510	\$1,856,734
Providence Little Company of Mary Medical Center Torrance	\$8,767,281	\$3,868,858	\$6,318,069
Saint John's Health Center	Subject to AG Conditional Consent January 14, 2014		
Queen of the Valley Medical Center	\$2,041,891	\$1,728,615	\$1,885,253
Hoag Hospital - Newport Beach and Irvine	Subject to AG Conditional Consent February 8, 2013		
Mission Hospital - Mission Viejo and Laguna Beach ⁽²⁾	\$7,229,156	\$4,803,937	\$6,016,546
St. Joseph Hospital of Orange	\$9,904,721	\$7,573,418	\$8,739,069
St. Jude Medical Center	\$7,737,027	\$5,705,177	\$6,721,102
Petaluma Valley Hospital	\$1,132,221	\$838,880	\$985,550
Santa Rosa Memorial Hospital	\$5,519,696	\$5,230,452	\$5,375,074
Total	\$70,765,664	\$46,457,897	\$58,611,780

Source: OSHPD Financial Disclosure Reports (2014 figures), St. Joseph Health (2015 figures)

Note: Hoag Hospital and Saint John's Health Center charity care numbers are currently the subject of Attorney General conditions from prior transactions.

(1) FY 2014 cost-to-charge ratio applied to 2015 charity charges to calculate cost of charity to hospital. Providence 2015 data is a year-to-date annualized estimate.

(2) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics). Each Hospital shall have charity care and collection policies that comply with Federal and California law.

7.0 Community Benefit Program Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of Community Benefit Services (the "Minimum Community Benefit Services Amount") that is no less than the amount set forth in the "Hospital Commitment" column for the corresponding Hospital in the chart below:

Providence Health and Services and St. Joseph Health System
Community Benefit Expenditures by Ministry⁽¹⁾
Calendar Years 2011 to 2014

Hospital	2011	2012	2013	2014	Hospital Commitment ⁽²⁾
Providence Holy Cross Medical Center	\$1,044,252	\$933,328	\$1,050,720	\$972,003	\$1,000,076
Providence Little Company of Mary San Pedro	\$1,836,161	\$1,706,993	\$1,629,022	\$1,503,131	\$1,668,827
Providence Little Company of Mary Torrance	\$4,232,362	\$2,254,286	\$2,057,692	\$1,896,081	\$2,610,105
Providence Saint John's Health Center	Subject to AG Commitment January 14, 2014				\$3,374,251
Providence Saint Joseph Medical Center	\$1,172,156	\$929,028	\$1,058,582	\$1,155,121	\$1,078,722
Providence Tarzana Medical Center	\$612,236	\$496,883	\$476,211	\$801,568	\$596,725
Hoag Hospital - Newport Beach and Irvine	Subject to AG Commitment February 8, 2013				\$9,500,000
Mission Hospital - Mission Viejo and Laguna Beach ⁽³⁾	\$5,654,285	\$4,775,844	\$4,404,037	\$4,916,303	\$4,937,617
Petaluma Valley Hospital	\$10,000	\$92,749	\$113,748	\$176,846	\$98,336
Queen of the Valley Medical Center	\$3,215,957	\$2,888,321	\$3,298,694	\$3,465,017	\$3,216,997
Redwood Memorial Hospital	\$980,213	\$715,227	\$793,338	\$417,839	\$726,654
Santa Rosa Memorial Hospital	\$1,844,388	\$2,135,826	\$2,668,956	\$2,982,791	\$2,407,990
St. Joseph Hospital (Eureka)	\$2,357,925	\$2,501,973	\$2,073,069	\$2,061,441	\$2,248,602
St. Joseph Hospital (Orange)	\$9,984,136	\$9,825,416	\$6,865,777	\$5,554,176	\$8,057,376
St. Jude Medical Center	\$8,219,100	\$8,392,969	\$7,476,451	\$5,396,610	\$7,371,283
St. Mary Medical Center	\$3,533,168	\$3,051,705	\$2,556,292	\$4,185,791	\$3,331,739
Total Community Benefit Expenditures	\$44,696,339	\$40,700,548	\$36,522,589	\$35,484,719	\$39,351,049

Source: Providence Health and Services, St. Joseph Health System

(1) The community benefit expenditures set forth in this table reflect expenditures on the types of programs that have historically been treated by the Attorney General as community benefit programs under Title 11, Code of Regulations section 999.5(d)(5)(D). The table does not include expenditures for all SB 697 reported categories. Examples of facility expenditures or costs not included in this table are (i) the unreimbursed cost of Medicare, Medi-Cal and low-margin services, (ii) unreimbursed physician fees and/or subsidies for ED, trauma and other coverage services, (iii) services funded by third parties (e.g., grants), (iv) community benefit operation or administration costs, (v) facility use, and (vi) research.

(2) The Hospital Commitment column reflects each hospital's four year average annual commitment based on the annual community benefit expenditures during the calendar years 2011 through 2014. St. John's Medical Center and Hoag Hospital community benefit commitments are addressed in Section 9.0 of this Exhibit 8.13.

(3) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics).

In addition, SJHS and PH&S, individually or jointly or through NewCo, shall provide support to each of the community benefit programs set forth in the charts immediately below (the

(continued on next page)

“On-Going Community Benefit Programs”) for a period of five (5) years after the Closing either at the current location, at alternate locations, or through affiliation with similar organizations.

St. Joseph Health
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Redwood Memorial Hospital	Community Resource Centers
St. Joseph Hospital, Eureka	Paso a Paso Program/Healthy Kids Humboldt
Santa Rosa Memorial Hospital	House Calls
Petaluma Valley Hospital	Mobile Health Clinic Promotores de Salud (Health Promoters) Healthy For Life Circle of Sisters (COS) St. Joseph Dental Clinic and Mobile Dental Clinic The Agents of Change Training in the Neighborhoods (ACTION)
Queen of the Valley Medical Center	Community Based Care Coordination and Case Management “CARE Network” Children’s Mobile Dental Clinic Obesity Prevention: “Healthy for Life” Perinatal Education and Support
St. Mary Medical Center	Community Clinic programs Health Career Programs San Bernardino County Public Health Initiatives
St. Jude Medical Center	St. Jude Neighborhood Health Center North Orange County Move More Eat Healthy Initiative Community Care Navigation Senior transportation and services to low income elderly
St. Joseph Hospital Orange	La Amistad de San Jose Family Health Center Puente a la Salud Mobile Community Clinics Imaging and laboratory Services Pharmacy Meds Program
Mission Hospital - Laguna Beach	Family Resource Centers
Mission Hospital - Mission Viejo	Community Mental Health Initiatives/Depression Initiatives Behavioral Health Camino Health Center (FQHC) Increasing Access to Health Care

Source: St. Joseph Health

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

Providence Health & Services
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Little Company of Mary - San Pedro	Creating Opportunities for Physical Activity (COPA)
Little Company of Mary - Torrance	CHIP-Access to Low Cost/Free Primary Care Vasek Polak Medical Home for the Most Vulnerable Get Out and Live (GOAL) Partners for Healthy Kids ("PFHK") Welcome Baby ⁽¹⁾
Saint John's Medical Center	Venice Family Clinic Ocean Park Community Center Westside Family Health Center Cleft Palate Clinic
Providence Holy Cross Medical Center	Access to Care Program
Providence Saint Joseph Medical Center	Faith Community Health Partnership/Latino Health Promoter
Providence Tarzana Medical Center	Senior Outreach Tattoo Removal School Nurse Services

Source: Providence Health & Services

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

8.0 Petaluma Valley Hospital. SJHS operates Petaluma Valley Hospital pursuant to a management contract that expires in January 2017. The commitments set forth in Sections 2.0 through 7.0 above shall apply to Petaluma Valley Hospital during the remaining term of the current management contract.

9.0 Providence Saint John's Health Center and Hoag Commitments. SJHS and PH&S, individually or jointly or through NewCo, shall insure full compliance with any and all Conditions of Consent previously issued by the California Attorney General, and the terms of any agreements with the California Attorney General, with respect to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian transactions, including (without limitation) (i) the Conditions of Consent set forth in the California Attorney General's January 14, 2014 and February 8, 2013 letters concerning those facilities and (ii) the March 8, 2014 Agreement between the California Attorney General and Hoag Memorial Hospital Presbyterian. Notwithstanding the foregoing, SJHS and PH&S each reserve the right (and the rights of NewCo), in accordance with Title 11, California Code of Regulations, Section 999.5(h), to seek the amendment of any such Conditions of Consent, or the terms of any other agreements with the California Attorney General, applicable to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian facilities.

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
RMH	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	4/1/06
RMH	North Coast Emergency Medical Services	EDAP Level I Designation	7/1/10
RMH	City of Blue Lake	MOU re: Blue Lake Family Resource Center	1/1/15
RMH	County of Humboldt-DHHS	Grant Agreement for Blue Lake CRC - CalWORKS and CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Rio Dell CRC - CalWORKs & CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Willow Creek CRC - CalWORKs & CalFresh	7/15/15
SJE	County of Humboldt Mental Health	Behavioral Health	1/1/15
SJE	County of Humboldt	Agreement Concerning Use of Short Wave Radio Equipment	1/3/95
SJE	Humboldt County	MOU for Death Review Panel	2/1/01
SJE	Humboldt County Children's Health Initiative	Charter	1/1/06
SJE	Humboldt County	MOU for Healthy Kids Humboldt Support	2/14/12
SJE	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	7/21/12
SJE	County of Humboldt-DHHS	CalFresh Grant Agreement	11/1/14
SJE	County of Humboldt-DHHS-Mental Health Branch	Service Agreement for Hospital Services	1/1/15
SJE	County of Humboldt-DHHS	MOU for 340B Program	1/1/15
SJE and RMH	Humboldt County Office of Education	Work Exploration Agreement for High School Students	2/3/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
QVMC	County of Napa	Business Associate Agreement #6165	7/1/03
QVMC	Napa County Child Welfare Services	MOU for Suspected Child Abuse	1/1/11
QVMC	County of Napa	Synergy Agreement #7167	1/6/09
QVMC	County of Napa w/Comm Hlth Clinic Ole, Kaiser,	MOU- Medical Emergency Coop Agmt for Healthcare Organizations	12/18/07
QVMC	Napa County Health & Human Services, Public	MOU for Napa Fussy Baby Collaborative	3/4/13
QVMC	County of Napa	PSA for Services re: Calif AIDS Master Grant Agmt for HIV Care #3236	7/1/13
QVMC	County of Napa	Designation as a Level III Trauma Center #7657	7/1/13
QVMC	County of Napa	Hospital Preparedness Program (HPP) Coalition Participation Agreement	8/14/13
QVMC	County of Napa	Grant Agreement #8157 Tobacco Settlement	7/1/14
QVMC	First 5 Napa County Children and Family Comm.	Grant Agreement #510-15 for Dental Van	7/1/14
QVMC	County of Napa	PSA for Medi-Cal Administrative Activities #8146	7/1/14
QVMC	Napa County Alcohol and Drug Services Division	MOU for Drug and Alcohol Counseling	3/5/15
SRMH	County of Sonoma	Provision of Services/Medication Management Grant	7/1/15
Hoag	Children's And Families Commission of OC	Agreement for early Childhood Development Svcs	2/5/14
Hoag	County of Orange	Agreement for the provision of certain HIV Services	3/1/15
Hoag	County of Orange	Indigent and Trauma Care	7/1/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
MH	County of Orange	Indigent and Trauma Care	7/1/14
MH	County of Orange	Medi-Cal Admin Svcs	7/1/15
MH	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Caregiver Resource Center	7/1/14
SJMC	County of Orange	Indigent and Trauma Care	7/1/14
SJMC	County of Orange	Designated ER Services	7/1/13
SJMC	Childrens and Families Commission	Early Childhood Development	2/5/14
SJMC	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Paternity Opportunity Program	9/9/14
SJO	County of Orange	Indigent and Trauma Care	7/1/14
SJO	County of Orange	Designated ER Services	7/1/13
SJO	County of Orange	MSN - Medical Safety Net	7/1/15
PVH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency Organizations to coordinate services in disaster situations	10/1/06
PVH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
PVH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
SRM and PVH	County of Sonoma	Mental Health Services Agreement No. 2015-0023-A00	4/15/15
SRMH	Sonoma County Indian Health Project (SCIHP)	Medi-Cal	8/1/14
SRMH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency to coordinate services in disaster situations	5/15/06
SRMH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
SRMH	County of Sonoma	Level II Trauma Center Designation	5/1/10
SRMH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
SRMH	County of Sonoma	EMS Base Hospital Agreement	7/1/15
SRMH	County of Sonoma	STEMI Receiving Center Agreement	7/1/15

Key:

RMH = Redwood Memorial Hospital
 SJE = St. Joseph Hospital, Eureka
 QVMC = Queen of the Valley Medical Center
 SRMH = Santa Rosa Memorial Hospital
 Hoag = Hoag Hospital – Newport Beach / Irvine
 MH = Mission Hospital – Mission Viejo / Laguna Beach
 SJMC = St. Jude Medical Center
 SJO = St. Joseph Hospital of Orange
 PVH = Petaluma Valley Hospital

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
San Pedro			
PHS-So. Cal dba Providence Little Co. of Mary Med. Ctr San Pedro	County of Los Angeles	Psychiatric Inpatient Hospital Services to Medi-Cal Beneficiaries eligible for such services under the Medi-Cal Fee-For-Service program	7/1/15
Providence Little Co. of Mary Ctr (San Pedro)	Los Angeles County Dept of Health Services Emergency Medical Services Agency	SART Center Confirmation Agreement	4/20/15
Torrance			
Little Company of Mary Hospital (Torrance)	County of Los Angeles	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	6/30/08
Little Company of Mary Medical Center (Torrance)	County of Los Angeles	Memorandum of Understanding re Child Support Services	9/24/14-10/31/18
Providence Little Company of Mary-Torrance	County of Los Angeles	Agreement for Participation in Hospital Preparedness Program	1/1/13-6/30/18
Providence Little Company of Mary Medical Center San Pedro	Los Angeles County Children and Families First Proposition 10 Commission (AKA First 5 LA)	Grant Agreement	1/1/15-6/30/16
Providence Little Company of Mary Torrance	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
St. John's			
Sisters of Charity of Leavenworth Health System, Inc. re Saint John's Hospital and Health Center	City of Santa Monica	Development Agreement and Amendment Re Construction for Improvements	10/4/11
Providence Saint John's Health Center	County of Los Angeles	Department of Mental Health (mental health services)	7/1/15
Providence Saint John's Child and Family Development Center	City of Santa Monica Mental Health Services	Will Rogers Learning Development Center/ Child Youth Development Project	7/1/15-6/30/16
Providence Saint John's Health Center	City of Santa Monica	Human Services Grants Program Short Term Grant Agreement	7/1/15-9/30/15

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Providence Saint John's Health Center	County of Los Angeles	Los Angeles County Children and Families First Proposition 10 Commission (A KA First LA) Grant Agreement re Partnerships for Family Initiative	1/1/15-6/30/16
Holy Cross			
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re Stroke Center	6/10/10-5/9/12
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re ST-Elevation Myocardial Infarction Receiving Center	9/1/13-8/31/16
Providence Holy Cross Medical Center	Los Angeles County	Paramedic Base Hospital Services Agreement	1/1/13-6/30/17
Providence Health System So. CA. dba Providence Holy Cross Medical Center	Los Angeles County	Trauma Center Service Agreement, as amended	7/1/08-12/31/15
St. Joseph's			
Providence Saint Joseph Medical Center	County of Los Angeles	Hospital Preparedness Program Agreement, as amended.	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement	10/19/09-3/22/10
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	EDAP Confirmation Agreement	12/5/11-12/4/14
Providence Health System-Southern California DBA Providence Saint Joseph Medical Center	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	SRC Confirmation Agreement	6/1/13-3/31/16

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Tarzana			
Encino Tarzana Regional Medical Center-Tarzana	County of Los Angeles – Department of Health Services Emergency Medical Services Agency	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	7/1/06-6/30/07
Providence Health and Services DBA Providence Tarzan Medical Center	County of Los Angeles	Expanded Agreement re Hospital Bioterrorism Preparedness	1/1/01-12/31/-12
Providence Tarzana Medical Center	County of Los Angeles, Child Support Services Department	Intra-County Plan of Cooperation re guidelines for an effective social security program	10/1/09
Providence Tarzana Medical center	Los Angeles County Department of Health Services Emergency Medical Services Agency	Stroke Center Confirmation Agreement re Caring for Stroke Population of LA County	4/1/10-5/31/12
Providence Tarzana Medical Center	Los Angeles County Emergency Department	Approved for Pediatrics (EDAP) Confirmation Agreement	12/5/11-12/5/14
Providence Tarzana Medical Center	Los Angeles County Department of Health Services- Emergency Medical Services Agency	SRC Confirmation Agreement re Approved ST-Elevation Myocardial Infarction Receiving Center (SRC)	4/1/10/3/31/12
Providence Tarzana Medical Center	County of Los Angeles Department of Public Health, Acute Communicable Disease Control Program	Confidential Data Use Agreement	7/22/09

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ANALYSIS OF ST. JOSEPH HOSPITAL OF ORANGE'S SERVICE AREA

Service Area Definition

Based upon St. Joseph Hospital's 2014 inpatient discharges, St. Joseph Hospital's service area is comprised of 51 ZIP Codes from which 79% of its inpatient discharges originated. Approximately 50% of St. Joseph Hospital's discharges originated from the top 14 ZIP Codes and are located in Santa Ana, Orange, Tustin, Garden Grove, and Anaheim. In 2014, St. Joseph Hospital's market share in the service area was approximately 12% based on total area discharges.

SERVICE AREA PATIENT ORIGIN MARKET SHARE BY ZIP CODE- 2014						
ZIP Codes	Community	Total Discharges	% of Discharges	Cumulative % of Discharges	Total Area Discharges	Market Share
92705	Santa Ana	1,128	5.3%	5.3%	3,579	31.5%
92857	Orange	1,050	4.9%	10.2%	3,177	33.1%
92780	Tustin	991	4.7%	14.9%	4,154	23.9%
92869	Orange	937	4.4%	19.3%	2,705	34.6%
92703	Santa Ana	836	3.9%	23.2%	5,294	15.8%
92706	Santa Ana	807	3.8%	27.0%	2,793	28.9%
92701	Santa Ana	792	3.7%	30.7%	4,054	19.5%
92868	Orange	719	3.4%	34.1%	2,205	32.6%
92704	Santa Ana	675	3.2%	37.3%	6,382	10.6%
92707	Santa Ana	672	3.2%	40.4%	4,330	15.5%
92840	Garden Grove	541	2.5%	43.0%	4,625	11.7%
92865	Orange	539	2.5%	45.5%	1,656	32.5%
92807	Anaheim	525	2.5%	48.0%	2,811	18.7%
92866	Orange	522	2.5%	50.4%	1,256	41.6%
92806	Anaheim	479	2.2%	52.7%	3,246	14.8%
92805	Anaheim	468	2.2%	54.9%	5,911	7.9%
92802	Anaheim	407	1.9%	56.8%	3,692	11.0%
92804	Anaheim	394	1.9%	58.6%	8,761	4.5%
92801	Anaheim	353	1.7%	60.3%	6,183	5.7%
92843	Garden Grove	322	1.5%	61.8%	3,794	8.5%
92886	Yorba Linda	314	1.5%	63.3%	3,380	9.3%
92683	Westminster	301	1.4%	64.7%	8,051	3.7%
92870	Placentia	301	1.4%	66.1%	4,027	7.5%
92841	Garden Grove	206	1.0%	67.1%	2,862	7.2%
92620	Irvine	200	0.9%	68.0%	2,732	7.3%
92808	Anaheim	200	0.9%	68.9%	1,162	17.2%
92782	Tustin	195	0.9%	69.9%	1,366	14.3%
92626	Costa Mesa	162	0.8%	70.6%	4,023	4.0%
92861	Villa Park	156	0.7%	71.4%	444	35.1%
92821	Brea	148	0.7%	72.0%	2,703	5.5%
92708	Fountain Valle	147	0.7%	72.7%	5,054	2.9%
92887	Yorba Linda	145	0.7%	73.4%	1,225	11.8%
92831	Fullerton	126	0.6%	74.0%	2,589	4.9%
90680	Stanton	126	0.6%	74.6%	2,959	4.3%
92833	Fullerton	123	0.6%	75.2%	3,742	3.3%
92604	Irvine	122	0.6%	75.8%	1,994	6.1%
92602	Irvine	101	0.5%	76.2%	1,105	9.1%
92832	Fullerton	85	0.4%	76.6%	2,228	3.8%
92844	Garden Grove	85	0.4%	77.0%	1,779	4.8%
92606	Irvine	80	0.4%	77.4%	1,303	6.1%
92835	Fullerton	78	0.4%	77.8%	2,014	3.9%
92614	Irvine	54	0.3%	78.0%	1,331	4.1%
92655	Midway City	33	0.2%	78.2%	930	3.5%
92781	Tustin	30	0.1%	78.3%	86	34.9%
92711	Santa Ana	24	0.1%	78.4%	106	22.6%
92863	Orange	23	0.1%	78.5%	114	20.2%
92803	Anaheim	18	0.1%	78.6%	122	14.8%
92856	Orange	16	0.1%	78.7%	78	20.5%
92842	Garden Grove	12	0.1%	78.8%	84	14.3%
92817	Anaheim	10	0.0%	78.8%	28	35.7%
92859	Orange	8	0.0%	78.8%	17	47.1%
Subtotal		16,786	78.8%	78.8%	140,246	12.0%
Other ZIPs		4,505	21.2%	100%		
Total		21,291	100%			

Note: Excludes normal newborns

Source: OSHPD Patient Discharge Database

Exhibit 2

Conditions to Change in Control and Governance of Mission Hospital Regional Medical Center¹ and Approval Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services and the Supplemental Agreement by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian

I.

These Conditions shall be legally binding on the following entities: Providence St. Joseph Health, a Washington nonprofit corporation, Providence Health & Services, a Washington nonprofit corporation, St. Joseph Health System, a California nonprofit public benefit corporation, St. Joseph Health Ministry, a California nonprofit public benefit corporation, Covenant Health Network, Inc., a California nonprofit public benefit corporation, Santa Rosa Memorial Hospital, a California nonprofit public benefit corporation, Redwood Memorial Hospital of Fortuna, California nonprofit public benefit corporation, St. Joseph Hospital of Eureka, a California nonprofit public benefit corporation, Queen of the Valley Medical Center, a California nonprofit public benefit corporation, Hoag Memorial Hospital Presbyterian, a California nonprofit public benefit corporation, Mission Hospital Regional Medical Center (Mission Hospital Regional Medical Center Corporation), a California nonprofit public benefit corporation, St. Joseph Hospital of Orange, a California nonprofit public benefit corporation, St. Jude Hospital, a California nonprofit public benefit corporation, St. Mary Medical Center, a California nonprofit public benefit corporation, SRM Alliance Hospital Services, a California nonprofit public benefit corporation, Providence Health System – Southern California, a California nonprofit religious corporation, Providence Saint John’s Health Center, a California nonprofit religious corporation, any other subsidiary, parent, general partner, limited partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of any of the above-listed entities, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of Mission Hospital Regional Medical Center or Mission Hospital Laguna Beach or the real property on which Mission Hospital Regional Medical Center or Mission Hospital Laguna Beach are located, any and all current and future owners, lessees, licensees, or operators of Mission Hospital Regional Medical Center or Mission Hospital Laguna Beach, and any and all current and future lessees and owners of the real property on which Mission Hospital Regional Medical Center or Mission Hospital Laguna Beach are located.

¹ Throughout this document, the term “Mission Hospital Regional Medical Center” shall mean the general acute care hospital located at 27700 Medical Center Rd., Mission Viejo, CA 92691-6426 and the term “Mission Hospital Laguna Beach” shall mean the general acute care hospital located at 31872 Coast Hwy., Laguna Beach, CA 92651-6773, and any other clinics, laboratories, units, services, or beds included on the license issued to Mission Hospital Regional Medical Center by the California Department of Public Health, effective December 1, 2015, unless otherwise indicated.

II.

The transaction approved by the Attorney General consists of the Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services, dated November 23, 2015, and the Supplemental Agreement made and entered into by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian, dated September 30, 2015, and any and all amendments, agreements, or documents referenced in or attached to as an exhibit or schedule to the Health System Combination Agreement and the Supplemental Agreement.

All of the entities listed in Condition I shall fulfill the terms of these agreements or documents and shall notify the Attorney General in writing of any proposed modification or rescission of any of the terms of these agreements or documents. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5923.

III.

For eleven fiscal years from the closing date of the Health System Combination Agreement, Providence St. Joseph Health, St. Joseph Health System, Mission Hospital Regional Medical Center Corporation, and all future owners, managers, lessees, licensees, or operators of Mission Hospital Regional Medical Center or Mission Hospital Laguna Beach shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

- (a) Sell, transfer, lease, exchange, option, convey, manage, or otherwise dispose of Mission Hospital Regional Medical Center or Mission Hospital Laguna Beach; or
- (b) Transfer control, responsibility, management, or governance of Mission Hospital Regional Medical Center or Mission Hospital Laguna Beach. The substitution or addition of a new corporate member or members of Providence St. Joseph Health, St. Joseph Health System, or Mission Hospital Regional Medical Center Corporation that transfers the control of, responsibility for, or governance of Mission Hospital Regional Medical Center or Mission Hospital Laguna Beach shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or Mission Hospital Regional Medical Center Corporation, or any arrangement, written or oral, that would transfer voting control of the members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or Mission Hospital Regional Medical Center Corporation shall also be deemed a transfer for purposes of this Condition.

IV.

For ten years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall operate and maintain Mission Hospital Regional Medical Center as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250) and shall maintain and provide the

following 24-hour emergency and trauma medical services at current² licensure and designation with the current types and/or levels of services at Mission Hospital Regional Medical Center:

- a) 33 emergency treatment stations at a minimum;
- b) Designation as a Level II Trauma Center and operating a Level II Trauma Center that complies with all requirements under California laws and regulations;
- c) Designation as an Emergency Department Approved for Pediatrics; and
- d) Designation as a Paramedic Base Hospital.

V.

For ten years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall operate and maintain Mission Hospital Laguna Beach as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250) and shall maintain and provide the following 24-hour emergency medical services at current licensure and designation with the current types and/or levels of services at Mission Hospital Laguna Beach:

- a) 12 emergency treatment stations at a minimum;
- b) Designation and maintaining certification as an “LPS” (Lanterman-Petris-Short) 24-Hour Facility (5150 Receiving Facility), as defined by the Welfare and Institutions Code, section 5150, for behavioral health and acute psychiatric patients under involuntary evaluation, and operating such a receiving facility that complies with all requirements under Welfare and Institutions Code, section 5150 and other California laws and regulations; and
- c) Psychiatric evaluation team services.

VI.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System, and Mission Hospital Regional Medical Center Corporation shall maintain and provide the following healthcare services at current licensure and designation with the current types and/or levels of services at Mission Hospital Regional Medical Center:

- a) Cardiac services, including a minimum of 3 catheterization labs and designation as a STEMI Receiving Center;
- b) Critical care services, including a minimum of 36 intensive care beds and 27 coronary care beds;
- c) Neurosciences services, including certification as a Primary Stroke Center;
- d) Rehabilitation services, including a minimum of 22 rehabilitation beds;
- e) Obstetric services, including a minimum of 43 obstetrics beds; and
- f) Women’s health services, including those services provided at the Mission Imaging Center and the Mission Women’s Wellness Center.

² The term “current” or “currently” throughout this document means as of December 1, 2015.

St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall not place all or any portion of the above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.

VII.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall maintain and provide the following healthcare services at current licensure and designation with the current types and/or levels of services at Mission Hospital Laguna Beach:

- a) Critical care services, including a minimum of 10 intensive care beds;
- b) Behavioral health services, including a minimum of 36 acute psychiatric beds; and
- c) Chemical dependency services, including a minimum of 24 chemical dependency beds.

St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall not place all or any portion of the above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.

VIII.

For at least five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall maintain their current contract and any amendments and exhibits thereto with Children's Hospital of Orange County for neonatal intensive care services, pediatric services, and pediatric intensive care services.

IX.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall maintain and provide the following healthcare services at Mission Hospital Regional Medical Center and Mission Hospital Laguna Beach at current licensure and designation with the current types and/or levels of services as committed to in Exhibit 8.13 of the Health System Combination Agreement attached hereto as Exhibit 1:

- a) Cancer care services;
- b) Diabetes care services;
- c) Gastroenterology services;
- d) Imaging/radiology services;
- e) Laboratory services;
- f) Orthopedics services;
- g) Respiratory care services;
- h) Surgical services; and
- i) Vascular services.

Within the first year after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall begin implementation of the Providence Health & Services' Clinical Institutes' program across the system in order to deliver better patient outcomes across the most common conditions causing hospitalization. Such implementation shall include the areas of cancer care and musculoskeletal disease. Within two years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health implementation of the Providence Health & Services' Clinical Institutes' program shall also include the areas of neurosciences, cardiovascular, and digestive health.

X.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall:

- a) Be certified to participate in the Medi-Cal program at Mission Hospital Regional Medical Center and Mission Hospital Laguna Beach;
- b) Maintain and have Medi-Cal Managed Care contract(s) with CalOptima or its successor, to provide the same types and levels of emergency and non-emergency services at Mission Hospital Regional Medical Center and Mission Hospital Laguna Beach to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause; and
- c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at Mission Hospital Regional Medical Center and Mission Hospital Laguna Beach to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care) as required in these Conditions.

XI.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall maintain its Affiliation Agreement with Camino Health Center, a California nonprofit public benefit corporation, dated December 1, 2015, and any amendments, schedules, agreements, grants, and exhibits thereto.

XII.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall provide an annual amount of Charity Care (as defined below) at Mission Hospital Regional Medical Center and Mission Hospital Laguna Beach equal to or greater than \$7,429,627 (the Minimum

Charity Care Amount). For purposes hereof, the term “charity care” shall mean the amount of charity care costs (not charges) incurred by St. Joseph Health System and Mission Hospital Regional Medical Center Corporation in connection with the operation and provision of services at Mission Hospital Regional Medical Center and Mission Hospital Laguna Beach. The definition and methodology for calculating “charity care” and the methodology for calculating “costs” shall be the same as that used by Office of Statewide Health Planning Development (OSHPD) for annual hospital reporting purposes.³ St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall use and maintain a charity care policy that is no less favorable than its current charity care policy at Mission Hospital Regional Medical Center and Mission Hospital Laguna Beach and in compliance with California and Federal law.

St. Joseph Health System’s and Mission Hospital Regional Medical Center Corporation’s obligation under this Condition shall be prorated on a daily basis if the closing date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System’s and Mission Hospital Regional Medical Center Corporation’s fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100” (as published by the U.S. Bureau of Labor Statistics).

After the closing date of the Health System Combination Agreement, if the actual amount of charity care provided at Mission Hospital Regional Medical Center and Mission Hospital Laguna Beach for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide direct health care services to residents in Mission Hospital Regional Medical Center’s and Mission Hospital Laguna Beach’s service area (26 ZIP codes), as defined on page 53 of the Health Care Impact Report, dated March 24, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

The 2010 Federal Patient Protection and Affordable Care Act may cause a reduction in future needs of charity care. Any actual reduction will be considered “unforeseen” for purposes of Title 11, California Code of Regulations, section 999.5, subdivision (h).

³ OSHPD defines charity care by contrasting charity care and bad debt. According to OSHPD, “the determination of what is classified as . . . charity care can be made by establishing whether or not the patient has the ability to pay. The patient’s accounts receivable must be written off as bad debt if the patient has the ability but is unwilling to pay off the account.”

XIII.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall provide an annual amount of Community Benefit Services at Mission Hospital Regional Medical Center and Mission Hospital Laguna Beach equal to or greater than \$5,907,761 (the "Minimum Community Benefit Services Amount") exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered:

- a) Community Mental Health Initiatives/Depression Initiatives (Behavioral Health);
- b) Camino Health Center (Medical Clinic at 30300 Camino Capistrano in San Juan Capistrano; Dental Clinic at 30300 Camino Capistrano in San Juan Capistrano; and Mobile Medicine Unit at 23302 El Toro Road in Lake Forest) at a minimum of \$1,585,710 in cash and in-kind support;
- c) Access to Healthcare;
- d) Family Resource Center;
- e) Senior Transportation; and
- f) Breast Care Center.

St. Joseph Health System's and Mission Hospital Regional Medical Center Corporation's obligation under this Condition shall be prorated on a daily basis if the effective date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System's and Mission Hospital Regional Medical Center Corporation's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100" (as published by the U.S. Bureau of Labor Statistics).

If the actual amount of community benefit services provided at Mission Hospital Regional Medical Center and Mission Hospital Laguna Beach for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide community benefit services for residents in Mission Hospital Regional Medical Center's and Mission Hospital Laguna Beach's service area (26 ZIP codes), as defined on page 53 of the Health Care Impact Report, dated March 24, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

XIV.

For ten years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall maintain their contract, including any superseding, successor, or replacement contract, and any amendments and exhibits thereto with the County of Orange entitled “Agreement for the Provision of Indigent and Trauma Care Between County of Orange and Mission Hospital Regional Medical Center and Mission Hospital Laguna Beach July 1, 2014 through June 30, 2016,” dated July 1, 2014.

XV.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall maintain their contracts, including any superseding, successor, or replacement contracts, and any amendments and exhibits thereto with the County of Orange and/or its subdivisions, departments, or agencies including the following⁴:

- a) Agreement FCI-BN2-07 By and Between Children and Families Commission of Orange County and Mission Hospital Regional Medical Center Corporation, a California non-profit corporation For the Provision of Services, dated February 5, 2014;
- b) Agreement for Provision of Hospital Services Between County of Orange and Mission Hospital Regional Medical Center and Mission Hospital Laguna Beach July 1, 2015 through December 31, 2018, dated July 1, 2015;
- c) Agreement for Provisions of Medi-Cal Administrative Activities Between County of Orange and Mission Hospital Regional Medical Center July 1, 2015 through June 30, 2018, dated July 1, 2015;
- d) Agreement for Provision of Designated Emergency Services Between County of Orange and Mission Hospital- Laguna July 1, 2013 through June 30, 2018, dated July 1, 2013; and
- e) Agreement for the Provision of Indigent and Trauma Care between County of Orange and Mission Hospital Regional Medical Center and Mission Hospital Laguna Beach July 1, 2014 Through June 30, 2016, dated July 1, 2014.

XVI.

Providence St. Joseph Health, St. Joseph Health System, and Mission Hospital Regional Medical Center Corporation shall commit the necessary investments required to meet and maintain OSHPD seismic compliance requirements at Mission Hospital Regional Medical Center and Mission Hospital Laguna Beach through 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Saf. Code, § 129675-130070).

⁴ The dates referenced in this and the prior Condition are either the date the agreement was entered into, the date the agreement was executed, in the title of the agreement, or the original or current effective date of the agreement.

XVII.

Providence Health & Services, St. Joseph Health System, and Mission Hospital Regional Medical Center Corporation shall complete any capital projects as committed to in the Health System Combination Agreement and Supplemental Agreement.

Within the first three years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall implement a mental health initiative, with an initial expenditure of \$30 million, in the California communities served by their local ministries (\$10 million per year for each of the first 3 years after the closing date). These funds will be expended solely in California and will be used to identify and address the treatment and causes of mental illness including, but not limited to, mental health counseling, disorders affecting children, depressive disorders, psychotic disorders, treatment for addictive behavior, homelessness and other root causes and effects of mental illness.

XVIII.

St. Joseph Health System, and Mission Hospital Regional Medical Center Corporation shall maintain privileges for current medical staff at Mission Hospital Regional Medical Center and Mission Hospital Laguna Beach who are in good standing as of the closing date of the Health System Combination Agreement. Further, the closing of the Health System Combination Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure at Mission Hospital Regional Medical Center and Mission Hospital Laguna Beach.

For eleven fiscal years after the closing date of the Health System Combination Agreement, all of the entities listed in Condition I shall continue to maintain multi-disciplinary local ministry ethics teams at each hospital and the teams shall consist of physicians, nurses, social workers, chaplains, and ethicists. The application of the Ethical and Religious Directives shall continue to be conducted on a case-by-case basis taking into account the clinical and ethical factors presented in each case by the multi-disciplinary local ministry ethics teams.

XIX.

There shall be no discrimination against any lesbian, gay, bisexual, or transgender individuals at Mission Hospital Regional Medical Center and Mission Hospital Laguna Beach. This prohibition must be explicitly set forth in Mission Hospital Regional Medical Center Corporation's written policies, adhered to, and strictly enforced.

XX.

For eleven fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall submit

to the Attorney General, no later than four months after the conclusion of each fiscal year, a report describing in detail compliance with each Condition set forth herein.

Such report shall also describe in detail the specific steps taken by all of the entities listed in Condition I and provide any supporting and objective evidence and documentation that set forth how the below enumerated transaction benefits are being accomplished with respect to all of the entities listed in Condition I:

- a) Optimize clinical services and health benefits;
- b) Expand community benefit programs;
- c) Achieve greater affordability and access for health care services;
- d) Share clinical and administrative best practices across regions and communities;
- e) Promote outstanding clinical care and greatly improve the patient experience;
- f) Develop the necessary infrastructure for a population health management effort that truly advances healthier communities;
- g) Advance innovations in health care that will benefit future generations;
- h) Create broader opportunities for advocacy in connection with social justice, with particular emphasis on the poor and vulnerable;
- i) Make possible closer integration and/or adoption of specific programs to address the needs of the poor and vulnerable;
- j) Enhance the delivery of health care through a nonprofit, charitable model;
- k) Improve patient access, patient safety, the quality, continuity and coordination of care and improved patient satisfaction with the care and service provided, utilizing a holistic approach focused on the body, mind and spirit;
- l) Develop a stronger infrastructure, including clinical and administrative expertise, for serving specific populations, such as Medi-Cal and the uninsured, in order to promote the health of recipients and use resources more effectively;
- m) Provide a greater ability to combine and coordinate the response to community needs across increased scale and a broader geography;
- n) Spread and adopt the triple aim in the areas of clinical expertise, growth, diversification, innovation and shared services;
- o) Obtain specific financial benefits through access to capital through the creation of a single obligated group that will allow both health systems to become jointly and severally liable for all combined organization tax-exempt debt, allocate risk and optimize borrowing strategy for all of the entities listed in Condition I;

- p) Strengthen and enhance the work environment for all of the entities listed in Condition I;
- q) Support the ability of all of the entities listed in Condition I to attract and retain the talent and expertise required to best serve community needs, including but not limited to, clinical talent to those particular communities where it has previously been challenging to do so;
- r) Maintain and enhance medical group management infrastructure to benefit clinical practice, including sharing of clinical and administrative best practices;
- s) Pursue innovations in virtual healthcare and wellness;
- t) Provide cost-effective care to the communities served by all of the entities listed in Condition I with a special attention to the poor and vulnerable;
- u) Patient benefits from the anticipated stronger infrastructure;
- v) Patient benefits from the creation of new programs to fully advance the hospital systems' charitable missions;
- w) Community benefits from the anticipated unprecedented service and community benefit guarantees; and
- x) Community, particularly the poor and vulnerable, benefits from the strengthened healthcare systems.

Such report shall also include a copy of the following documents with respect to all of the entities listed in Condition I:

- a) Copies, if any, of new contractual arrangements with any of their affiliated or joint-venture providers, hospitals, surgery, ambulatory or medical centers, facilities, practice or physician groups, and other entities providing medical services for or on behalf of the entities listed in Condition I under these new contracts;
- b) Any new notices to insurers, insureds, other health care providers or competitors, or government regulators regarding the addition of any newly-affiliated medical provider to the entities listed in Condition I; and
- c) All new studies, analyses, and evaluations of or documents referring to the identity of any patient service areas, and geographic and product markets of each of the providers, independent physician associations, groups, centers, facilities, hospitals, centers, and affiliates owned or operated by the entities listed in Condition I providing medical services under any of the entities listed in Condition I's contracts.

The Chairman(s) of the Board of Directors of both St. Joseph Health System and Mission Hospital Regional Medical Center Corporation, and the Chief Executive Officers of both St. Joseph Health System and Mission Hospital Regional Medical Center Corporation shall each

certify that the report is true, accurate, and complete and provide documentation of the review and approval of the report by both Boards of Directors.

XXI.

At the request of the Attorney General, all of the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XXII.

Once the Health System Combination Agreement is closed, all of the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

Exhibit 8.13

Service Commitments

The Service Commitments of the Parties, as referenced in Section 8.13 of the Health System Combination Agreement, are set forth in Paragraphs 1.0 through 9.0 below.

1.0 List of California General Acute Care Hospitals. For the purposes of this Exhibit 8.13, each general acute care hospital sponsored by either SJHS or PH&S, and located in the State of California, is set forth in the chart immediately below.

Providence Health & Services and St. Joseph Health
Combined System Hospital Overview
Fiscal Year 2015

Hospitals
St. Mary Medical Center
Redwood Memorial Hospital
St. Joseph Hospital, Eureka
Providence Holy Cross Medical Center
Providence Saint Joseph Medical Center
Providence Tarzana Medical Center
Providence Little Company of Mary Medical Center San Pedro
Providence Little Company of Mary Medical Center Torrance
Saint John's Health Center
Queen of the Valley Medical Center
Hoag Hospital - Newport Beach
Hoag Hospital - Irvine
Mission Hospital - Laguna Beach
Mission Hospital - Mission Viejo
St. Joseph Hospital of Orange
St. Jude Medical Center
Santa Rosa Memorial Hospital
Petaluma Valley Hospital

Source: Providence Health & Services and St. Joseph Health

For the purposes of this Exhibit 8.13, each of the foregoing acute care hospitals – with the exception of Providence Saint John's Health Center, Hoag Hospital-Newport Beach, Hoag Hospital-Irvine, and Petaluma Valley Hospital (which are discussed in Paragraphs 8.0 and 9.0 below, respectively) – is referred to herein as a "Hospital."

2.0 Licensed Acute Care Hospital Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall cause each Hospital to continue to be operated and maintained as a licensed general acute care hospital, as defined in California Health and Safety Code § 1250.

3.0 Specialty Service Commitments. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall operate and maintain certain specified services at each of the Hospitals, as set forth in Sections 3.0(a) and 3.0(b) below.

(a) **Emergency Department Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to maintain and provide twenty-four emergency medical services as currently licensed, with the same number of emergency beds/stations and with the same types of levels of service as provided as of the Closing.¹

(b) **Service Line Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to provide the health care services listed for each corresponding Hospital as specified in the tables below:

SJHS Sponsored Hospitals

St. Jude Medical Center Programs and Services	Mission Hospital Programs and Services
Anesthesia Services Cancer Care Cardiac Center Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Interventional Radiology Laboratory Services Neurosciences Obstetrics Orthopedics/NICU Palliative Care Pathology Services Rehabilitation Services Senior Services Speech Therapy Surgical Services Wellness & Fitness Women's Services Wound Care	Behavioral Health ■ Inpatient Services ■ Outpatient Services Cancer Care Cardiac Services Diabetes Care Emergency Services (24-hour) Gastroenterology Imaging/Radiology Services Intensive Care Unit (ICU) Laboratory Services Neurosciences Obstetrics/NICU Orthopedics Pediatric Services Respiratory Care Rehabilitation Services Surgical Services Trauma Care Vascular Services Women's Services

¹ This commitment is subject to reasonable and/or necessary temporary reductions in the number of emergency beds / stations in the event of construction intended to expand emergency department capacity.

**St. Mary Medical Center
Programs and Services**

Cardiac Center
Diabetes Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics/NICU
Rehabilitation Services
Surgical Services
Women's Services
Wound Care

**Queen of the Valley Medical Center
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Wellness Center
Women's Services
Wound Care

**Santa Rosa Memorial Hospital
Programs and Services**

Bariatric Surgery
Behavioral Health
■ Outpatient Services
■ Partial Hospital Program
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Trauma Care
Vascular Services
Women's Services

**Saint Joseph Hospital - Orange
Programs and Services**

Anesthesia Services
Bariatric Surgery
Behavioral Health
■ Inpatient Services
■ Outpatient Services
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Kidney Dialysis Center
Laboratory Services
Neurosciences
Obstetrics
Ophthalmology
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Urology
Women's Services
Wound Care

**Petaluma Valley Hospital
Programs and Services**

Cancer Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Vascular Services
Women's Services

**St. Joseph Hospital - Eureka
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

**Redwood Memorial Hospital
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

PH&S Sponsored Hospitals

Providence Holy Cross Medical Center Programs and Services

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour) Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Palliative Care
Pulmonary Services
Rehabilitation Services
Sub-Acute
Telemetry
Trauma Program
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Little Company of Mary Medical Center San Pedro Programs and Services

Acute Psychiatric Services
Cancer Care
Center for Optimal Aging
(Senior Services)
Chemical Dependency
Community Outreach
Diabetes Care
Emergency Services (24-hour)
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Palliative Care
Pathology Services
Psychiatric Services
Rehabilitation Services
Respiratory Care
Spiritual Care Services
Surgery Specialties
Sub-Acute Care
Women Health Services
■ Obstetrics
Wound Care

**Providence Little Company of Mary Medical Center Torrance
Programs and Services**

Blood Donor Center
Cancer Care
Cardiac & Vascular Services
Community Outreach
Emergency Services (24-hour)
Diabetes Care
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Orthopedics
Palliative Care
Pathology Services
Pediatric Services
Respiratory Care
Spiritual Care Services
Surgical Services
Rehabilitation Services
Urology
Volunteer Services
Women's Health Services
■ Obstetrics
■ NICU
Wound Care

**Providence Saint Joseph Medical Center
Programs and Services**

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pulmonary Services
Rehabilitation Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

- Ambulatory Surgery
- Cancer Care
- Cardiac Catheterization
- Cardiology
- Emergency Services (24-hour)
- Endoscopy
- Imaging/Radiology
- Intensive Care
- Interventional Radiology
- Laboratory Services
- Neurosciences
- Orthopedics
- Obstetrics/NICU
- Palliative Care
- Pediatric Services / Pediatric Intensive Care
- Pulmonary Services
- Surgical Services
- Telemetry
- Vascular Services
- Women's Health Services
- Obstetrics
- NICU

(A) Continue to be certified to participate in the Medicare program and have a Medicare provider number to provide the same types and levels of emergency and non-emergency services as provided as of the Closing.

5.0 City/County Contract Commitment: For a period of five (5) years from the Closing, each Hospital shall maintain each contract it has entered into with any City or County as specified on Attachment A (City/County Contract Commitments) attached hereto, unless any such contract is terminated for cause or expires in accordance with its current terms.

(continued on next page)

6.0 Charity Care Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of charity care (the "Minimum Charity Care Amount") that is no less than the amount set forth in the "2014-2015 Average" column for the corresponding Hospital in the chart below:

**Providence Health & Services and St. Joseph Health
Cost of Charity Care Summary
Fiscal Years 2014 to 2015**

Hospital	Cost of Charity to Hospital		
	2014	2015 ⁽¹⁾	2014 - 2015 Average
St. Mary Medical Center	\$7,912,528	\$4,121,065	\$6,016,797
Redwood Memorial Hospital	\$731,156	\$577,891	\$654,523
St. Joseph Hospital, Eureka	\$1,790,044	\$1,653,541	\$1,721,792
Providence Holy Cross Medical Center	\$5,634,497	\$4,762,251	\$5,198,374
Providence Saint Joseph Medical Center	\$7,319,026	\$3,056,824	\$5,187,925
Providence Tarzana Medical Center	\$2,522,462	\$1,347,479	\$1,934,970
Providence Little Company of Mary Medical Center San Pedro	\$2,523,959	\$1,189,510	\$1,856,734
Providence Little Company of Mary Medical Center Torrance	\$8,767,281	\$3,868,858	\$6,318,069
Saint John's Health Center	Subject to AG Conditional Consent January 14, 2014		
Queen of the Valley Medical Center	\$2,041,891	\$1,728,615	\$1,885,253
Hoag Hospital - Newport Beach and Irvine	Subject to AG Conditional Consent February 8, 2013		
Mission Hospital - Mission Viejo and Laguna Beach ⁽²⁾	\$7,229,156	\$4,803,937	\$6,016,546
St. Joseph Hospital of Orange	\$9,904,721	\$7,573,418	\$8,739,069
St. Jude Medical Center	\$7,737,027	\$5,705,177	\$6,721,102
Petaluma Valley Hospital	\$1,132,221	\$838,880	\$985,550
Santa Rosa Memorial Hospital	\$5,519,696	\$5,230,452	\$5,375,074
Total	\$70,765,664	\$46,457,897	\$58,611,780

Source: OSHPD Financial Disclosure Reports (2014 figures), St. Joseph Health (2015 figures)

Note: Hoag Hospital and Saint John's Health Center charity care numbers are currently the subject of Attorney General conditions from prior transactions.

(1) FY 2014 cost-to-charge ratio applied to 2015 charity charges to calculate cost of charity to hospital. Providence 2015 data is a year-to-date annualized estimate.

(2) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics). Each Hospital shall have charity care and collection policies that comply with Federal and California law.

7.0 Community Benefit Program Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of Community Benefit Services (the "Minimum Community Benefit Services Amount") that is no less than the amount set forth in the "Hospital Commitment" column for the corresponding Hospital in the chart below:

Providence Health and Services and St. Joseph Health System
Community Benefit Expenditures by Ministry⁽¹⁾
Calendar Years 2011 to 2014

Hospital	2011	2012	2013	2014	Hospital Commitment ⁽²⁾
Providence Holy Cross Medical Center	\$1,044,252	\$933,328	\$1,050,720	\$972,003	\$1,000,076
Providence Little Company of Mary San Pedro	\$1,836,161	\$1,706,993	\$1,629,022	\$1,503,131	\$1,668,827
Providence Little Company of Mary Torrance	\$4,232,362	\$2,254,286	\$2,057,692	\$1,896,081	\$2,610,105
Providence Saint John's Health Center	Subject to AG Commitment January 14, 2014				\$3,374,251
Providence Saint Joseph Medical Center	\$1,172,156	\$929,028	\$1,058,582	\$1,155,121	\$1,078,722
Providence Tarzana Medical Center	\$612,236	\$496,883	\$476,211	\$801,568	\$596,725
Hoag Hospital - Newport Beach and Irvine	Subject to AG Commitment February 8, 2013				\$9,500,000
Mission Hospital - Mission Viejo and Laguna Beach ⁽³⁾	\$5,654,285	\$4,775,844	\$4,404,037	\$4,916,303	\$4,937,617
Petaluma Valley Hospital	\$10,000	\$92,749	\$113,748	\$176,846	\$98,336
Queen of the Valley Medical Center	\$3,215,957	\$2,888,321	\$3,298,694	\$3,465,017	\$3,216,997
Redwood Memorial Hospital	\$980,213	\$715,227	\$793,338	\$417,839	\$726,654
Santa Rosa Memorial Hospital	\$1,844,388	\$2,135,826	\$2,668,956	\$2,982,791	\$2,407,990
St. Joseph Hospital (Eureka)	\$2,357,925	\$2,501,973	\$2,073,069	\$2,061,441	\$2,248,602
St. Joseph Hospital (Orange)	\$9,984,136	\$9,825,416	\$6,865,777	\$5,554,176	\$8,057,376
St. Jude Medical Center	\$8,219,100	\$8,392,969	\$7,476,451	\$5,396,610	\$7,371,283
St. Mary Medical Center	\$3,533,168	\$3,051,705	\$2,556,292	\$4,185,791	\$3,331,739
Total Community Benefit Expenditures	\$44,696,339	\$40,700,548	\$36,522,589	\$35,484,719	\$39,351,049

Source: Providence Health and Services, St. Joseph Health System

(1) The community benefit expenditures set forth in this table reflect expenditures on the types of programs that have historically been treated by the Attorney General as community benefit programs under Title 11, Code of Regulations section 999.5(d)(5)(D). The table does not include expenditures for all SB 697 reported categories. Examples of facility expenditures or costs not included in this table are (i) the unreimbursed cost of Medicare, Medi-Cal and low-margin services, (ii) unreimbursed physician fees and/or subsidies for ED, trauma and other coverage services, (iii) services funded by third parties (e.g., grants), (iv) community benefit operation or administration costs, (v) facility use, and (vi) research.

(2) The Hospital Commitment column reflects each hospital's four year average annual commitment based on the annual community benefit expenditures during the calendar years 2011 through 2014. St. John's Medical Center and Hoag Hospital community benefit commitments are addressed in Section 9.0 of this Exhibit 8.13.

(3) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics).

In addition, SJHS and PH&S, individually or jointly or through NewCo, shall provide support to each of the community benefit programs set forth in the charts immediately below (the

(continued on next page)

“On-Going Community Benefit Programs”) for a period of five (5) years after the Closing either at the current location, at alternate locations, or through affiliation with similar organizations.

**St. Joseph Health
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015**

Hospital	Community Benefit Programs
Redwood Memorial Hospital	Community Resource Centers
St. Joseph Hospital, Eureka	Paso a Paso Program/Healthy Kids Humboldt
Santa Rosa Memorial Hospital	House Calls
Petaluma Valley Hospital	Mobile Health Clinic Promotores de Salud (Health Promoters) Healthy For Life Circle of Sisters (COS) St. Joseph Dental Clinic and Mobile Dental Clinic The Agents of Change Training is the Neighborhoods (ACTION)
Queen of the Valley Medical Center	Community Based Care Coordination and Case Management “CARE Network” Children’s Mobile Dental Clinic Obesity Prevention: “Healthy for Life” Perinatal Education and Support
St. Mary Medical Center	Community Clinic programs Health Career Programs San Bernardino County Public Health Initiatives
St. Jude Medical Center	St. Jude Neighborhood Health Center North Orange County Move More Eat Healthy Initiative Community Care Navigation Senior transportation and services to low income elderly
St. Joseph Hospital Orange	La Amistad de San Jose Family Health Center Puente a la Salud Mobile Community Clinics Imaging and laboratory Services Pharmacy Meds Program
Mission Hospital - Laguna Beach	Family Resource Centers
Mission Hospital - Mission Viejo	Community Mental Health Initiatives/Depression Initiatives Behavioral Health Camino Health Center (FQHC) Increasing Access to Health Care

Source: St. Joseph Health

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

Providence Health & Services
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Little Company of Mary - San Pedro	Creating Opportunities for Physical Activity (COPA)
Little Company of Mary - Torrance	CHIP-Access to Low Cost/Free Primary Care Vasek Polak Medical Home for the Most Vulnerable Get Out and Live (GOAL) Partners for Healthy Kids ("PFHK") Welcome Baby ⁽¹⁾
Saint John's Medical Center	Venice Family Clinic Ocean Park Community Center Westside Family Health Center Cleft Palate Clinic
Providence Holy Cross Medical Center	Access to Care Program
Providence Saint Joseph Medical Center	Faith Community Health Partnership/Latino Health Promoter
Providence Tarzana Medical Center	Senior Outreach Tattoo Removal School Nurse Services

Source: Providence Health & Services

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

8.0 Petaluma Valley Hospital. SJHS operates Petaluma Valley Hospital pursuant to a management contract that expires in January 2017. The commitments set forth in Sections 2.0 through 7.0 above shall apply to Petaluma Valley Hospital during the remaining term of the current management contract.

9.0 Providence Saint John's Health Center and Hoag Commitments. SJHS and PH&S, individually or jointly or through NewCo, shall insure full compliance with any and all Conditions of Consent previously issued by the California Attorney General, and the terms of any agreements with the California Attorney General, with respect to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian transactions, including (without limitation) (i) the Conditions of Consent set forth in the California Attorney General's January 14, 2014 and February 8, 2013 letters concerning those facilities and (ii) the March 8, 2014 Agreement between the California Attorney General and Hoag Memorial Hospital Presbyterian. Notwithstanding the foregoing, SJHS and PH&S each reserve the right (and the rights of NewCo), in accordance with Title 11, California Code of Regulations, Section 999.5(h), to seek the amendment of any such Conditions of Consent, or the terms of any other agreements with the California Attorney General, applicable to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian facilities.

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
RMH	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	4/1/06
RMH	North Coast Emergency Medical Services	EDAP Level I Designation	7/1/10
RMH	City of Blue Lake	MOU re: Blue Lake Family Resource Center	1/1/15
RMH	County of Humboldt-DHHS	Grant Agreement for Blue Lake CRC - CalWORKS and CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Rio Dell CRC - CalWORKs & CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Willow Creek CRC - CalWORKs & CalFresh	7/15/15
SJE	County of Humboldt Mental Health	Behavioral Health	1/1/15
SJE	County of Humboldt	Agreement Concerning Use of Short Wave Radio Equipment	1/3/95
SJE	Humboldt County	MOU for Death Review Panel	2/1/01
SJE	Humboldt County Children's Health Initiative	Charter	1/1/06
SJE	Humboldt County	MOU for Healthy Kids Humboldt Support	2/14/12
SJE	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	7/21/12
SJE	County of Humboldt-DHHS	CalFresh Grant Agreement	11/1/14
SJE	County of Humboldt-DHHS-Mental Health Branch	Service Agreement for Hospital Services	1/1/15
SJE	County of Humboldt-DHHS	MOU for 340B Program	1/1/15
SJE and RMH	Humboldt County Office of Education	Work Exploration Agreement for High School Students	2/3/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
QVMC	County of Napa	Business Associate Agreement #6165	7/1/03
QVMC	Napa County Child Welfare Services	MOU for Suspected Child Abuse	1/1/11
QVMC	County of Napa	Synergy Agreement #7167	1/6/09
QVMC	County of Napa w/Comm Hlth Clinic Ole, Kaiser,	MOU- Medical Emergency Coop Agmt for Healthcare Organizations	12/18/07
QVMC	Napa County Health & Human Services, Public	MOU for Napa Fussy Baby Collaborative	3/4/13
QVMC	County of Napa	PSA for Services re: Calif AIDS Master Grant Agmt for HIV Care #3236	7/1/13
QVMC	County of Napa	Designation as a Level III Trauma Center #7657	7/1/13
QVMC	County of Napa	Hospital Preparedness Program (HPP) Coalition Participation Agreement	8/14/13
QVMC	County of Napa	Grant Agreement #8157 Tobacco Settlement	7/1/14
QVMC	First 5 Napa County Children and Family Comm.	Grant Agreement #510-15 for Dental Van	7/1/14
QVMC	County of Napa	PSA for Medi-Cal Administrative Activities #8146	7/1/14
QVMC	Napa County Alcohol and Drug Services Division	MOU for Drug and Alcohol Counseling	3/5/15
SRMH	County of Sonoma	Provision of Services/Medication Management Grant	7/1/15
Hoag	Children's And Families Commission of OC	Agreement for early Childhood Development Svcs	2/5/14
Hoag	County of Orange	Agreement for the provision of certain HIVServices	3/1/15
Hoag	County of Orange	Indigent and Trauma Care	7/1/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
MH	County of Orange	Indigent and Trauma Care	7/1/14
MH	County of Orange	Medi-Cal Admin Svcs	7/1/15
MH	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Caregiver Resource Center	7/1/14
SJMC	County of Orange	Indigent and Trauma Care	7/1/14
SJMC	County of Orange	Designated ER Services	7/1/13
SJMC	Childrens and Families Commission	Early Childhood Development	2/5/14
SJMC	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Paternity Opportunity Program	9/9/14
SJO	County of Orange	Indigent and Trauma Care	7/1/14
SJO	County of Orange	Designated ER Services	7/1/13
SJO	County of Orange	MSN - Medical Safety Net	7/1/15
PVH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency Organizations to coordinate services in disaster situations	10/1/06
PVH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
PVH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
SRM and PVH	County of Sonoma	Mental Health Services Agreement No. 2015-0023-A00	4/15/15
SRMH	Sonoma County Indian Health Project (SCIHP)	Medi-Cal	8/1/14
SRMH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency to coordinate services in disaster situations	5/15/06
SRMH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
SRMH	County of Sonoma	Level II Trauma Center Designation	5/1/10
SRMH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
SRMH	County of Sonoma	EMS Base Hospital Agreement	7/1/15
SRMH	County of Sonoma	STEMI Receiving Center Agreement	7/1/15

Key:

RMH = Redwood Memorial Hospital
 SJE = St. Joseph Hospital, Eureka
 QVMC = Queen of the Valley Medical Center
 SRMH = Santa Rosa Memorial Hospital
 Hoag = Hoag Hospital – Newport Beach / Irvine
 MH = Mission Hospital – Mission Viejo / Laguna Beach
 SJMC = St. Jude Medical Center
 SJO = St. Joseph Hospital of Orange
 PVH = Petaluma Valley Hospital

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
San Pedro			
PHS-So. Cal dba Providence Little Co. of Mary Med. Ctr San Pedro	County of Los Angeles	Psychiatric Inpatient Hospital Services to Medi-Cal Beneficiaries eligible for such services under the Medi-Cal Fee-For-Service program	7/1/15
Providence Little Co. of Mary Ctr (San Pedro)	Los Angeles County Dept of Health Services Emergency Medical Services Agency	SART Center Confirmation Agreement	4/20/15
Torrance			
Little Company of Mary Hospital (Torrance)	County of Los Angeles	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	6/30/08
Little Company of Mary Medical Center (Torrance)	County of Los Angeles	Memorandum of Understanding re Child Support Services	9/24/14-10/31/18
Providence Little Company of Mary-Torrance	County of Los Angeles	Agreement for Participation in Hospital Preparedness Program	1/1/13-6/30/18
Providence Little Company of Mary Medical Center San Pedro	Los Angeles County Children and Families First Proposition 10 Commission (AKA First 5 LA)	Grant Agreement	1/1/15-6/30/16
Providence Little Company of Mary Torrance	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
St. John's			
Sisters of Charity of Leavenworth Health System, Inc. re Saint John's Hospital and Health Center	City of Santa Monica	Development Agreement and Amendment Re Construction for Improvements	10/4/11
Providence Saint John's Health Center	County of Los Angeles	Department of Mental Health (mental health services)	7/1/15
Providence Saint John's Child and Family Development Center	City of Santa Monica Mental Health Services	Will Rogers Learning Development Center/ Child Youth Development Project	7/1/15-6/30/16
Providence Saint John's Health Center	City of Santa Monica	Human Services Grants Program Short Term Grant Agreement	7/1/15-9/30/15

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Providence Saint John's Health Center	County of Los Angeles	Los Angeles County Children and Families First Proposition 10 Commission (A KA First LA) Grant Agreement re Partnerships for Family Initiative	1/1/15-6/30/16
Holy Cross			
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re Stroke Center	6/10/10-5/9/12
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re ST-Elevation Myocardial Infarction Receiving Center	9/1/13-8/31/16
Providence Holy Cross Medical Center	Los Angeles County	Paramedic Base Hospital Services Agreement	1/1/13-6/30/17
Providence Health System So. CA. dba Providence Holy Cross Medical Center	Los Angeles County	Trauma Center Service Agreement, as amended	7/1/08-12/31/15
St. Joseph's			
Providence Saint Joseph Medical Center	County of Los Angeles	Hospital Preparedness Program Agreement, as amended.	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement	10/19/09-3/22/10
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	EDAP Confirmation Agreement	12/5/11-12/4/14
Providence Health System-Southern California DBA Providence Saint Joseph Medical Center	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	SRC Confirmation Agreement	6/1/13-3/31/16

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Tarzana			
Encino Tarzana Regional Medical Center-Tarzana	County of Los Angeles – Department of Health Services Emergency Medical Services Agency	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	7/1/06-6/30/07
Providence Health and Services DBA Providence Tarzan Medical Center	County of Los Angeles	Expanded Agreement re Hospital Bioterrorism Preparedness	1/1/01-12/31/-12
Providence Tarzana Medical Center	County of Los Angeles, Child Support Services Department	Intra-County Plan of Cooperation re guidelines for an effective social security program	10/1/09
Providence Tarzana Medical center	Los Angeles County Department of Health Services Emergency Medical Services Agency	Stroke Center Confirmation Agreement re Caring for Stroke Population of LA County	4/1/10-5/31/12
Providence Tarzana Medical Center	Los Angeles County Emergency Department	Approved for Pediatrics (EDAP) Confirmation Agreement	12/5/11-12/5/14
Providence Tarzana Medical Center	Los Angeles County Department of Health Services- Emergency Medical Services Agency	SRC Confirmation Agreement re Approved ST-Elevation Myocardial Infarction Receiving Center (SRC)	4/1/10/3/31/12
Providence Tarzana Medical Center	County of Los Angeles Department of Public Health, Acute Communicable Disease Control Program	Confidential Data Use Agreement	7/22/09

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ANALYSIS OF MISSION HOSPITAL AND MISSION LAGUNA BEACH'S SERVICE AREA

Service Area Definition

Based upon Mission Hospital and Mission Laguna Beach's 2014 inpatient discharges, the service area is comprised of 26 ZIP Codes from which 87% of their inpatient discharges originated. Approximately 51% of the discharges originated from the top six ZIP Codes that are located in Laguna Niguel, Mission Viejo, San Juan Capistrano, Rancho Santa Margarita, and San Clemente. In 2014, Mission Hospital and Mission Laguna Beach's combined market share in the service area based on total area discharges was approximately 31%, and Mission Laguna Beach's market share was 6.1%.

SERVICE AREA PATIENT ORIGIN MARKET SHARE BY ZIP CODE: FY 2014						
ZIP Codes	Community	Total Discharges	% of Discharges	Cumulative % of Discharges	Total Area Discharges	Market Share
92677	Laguna Niguel	1,819	10.9%	10.9%	4,737	38.4%
92691	Mission Viejo	1,673	10.0%	20.8%	4,194	39.9%
92675	San Juan Capistrano	1,611	9.6%	30.5%	3,340	48.2%
92692	Mission Viejo	1,543	9.2%	39.7%	3,806	40.5%
92688	Rancho Santa Margarita	1,005	6.0%	45.7%	2,705	37.2%
92672	San Clemente	943	5.6%	51.3%	3,204	29.4%
92630	Lake Forest	936	5.6%	56.9%	4,416	21.2%
92629	Dana Point	847	5.1%	61.9%	2,412	35.1%
92656	Aliso Viejo	689	4.1%	66.0%	3,151	21.9%
92679	Trabuco Canyon	666	4.0%	70.0%	1,870	35.6%
92694	Ladera Ranch	588	3.5%	73.5%	1,324	44.4%
92673	San Clemente	583	3.5%	77.0%	2,122	27.5%
92653	Laguna Hills	544	3.2%	80.2%	2,454	22.2%
92637	Laguna Woods	356	2.1%	82.4%	3,616	9.8%
92651	Laguna Beach	315	1.9%	84.2%	1,980	15.9%
92624	Capistrano Beach	207	1.2%	85.5%	671	30.8%
92610	Foothill Ranch	91	0.5%	86.0%	526	17.3%
92690	Mission Viejo	34	0.2%	86.2%	58	58.6%
92674	San Clemente	24	0.1%	86.4%	68	35.3%
92676	Silverado	20	0.1%	86.5%	128	15.6%
92693	San Juan Capistrano	19	0.1%	86.6%	46	41.3%
92678	Trabuco Canyon	17	0.1%	86.7%	39	43.6%
92652	Laguna Beach	10	0.1%	86.8%	75	13.3%
92607	Laguna Niguel	10	0.1%	86.8%	47	21.3%
92654	Laguna Hills	7	0.0%	86.9%	44	15.9%
92609	El Toro	5	0.0%	86.9%	33	15.2%
Sub-Total		14,562	86.9%	86.9%	47,066	30.9%
All Other		2,196	13.1%	100%		
Total		16,758	100%			

Note: Excludes normal newborns

Source: OSHPD Patient Discharge Database

Exhibit 2